

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
1.	Clause 3.1.6, Definitions ITB	3.1.6 "Bid Document" or "Bidding Document" or "Document" or "RFP Document" or "RFP" means documents f) Geological Report of Jalipa and Kapurdi Lignite Block g) Electrical Single line Diagram ...	It has been mentioned in the Definitions chapter that Geological Report and Electrical Single Line diagram has been provided. But the same are not available at the tender portal. Please Provide Geological Report and Electrical Single line Diagram	Documents being provided with this clarification
2.	Section 4.1, Pg 18, ITB	Further, the entire process consequent to award of contract (if any), is subject to the outcome of Appeal Civil D No. 23889 of 2013, pending before the Hon'ble Supreme Court titled as JSW Energy (Barmer) Limited & Barmer Lignite Mining Company Limited versus Rajasthan Electricity Regulatory Commission & Others.	Please provide the litigation Status	Case is still pending with Honorable Supreme Court.
3.	Clause 11.1 ITB	11.1 Evaluated Mining Fee i.e. Total Price for the entire package for any bidder shall be sum of following: (A) Total Production Quantity for 25 Years (i.e. 105.25 Million Tonne) x Mining Fee per tonne of Lignite produced and delivered at Delivery point, quoted for Jalipa Mine (B) Total Production Quantity for 25 years (i.e. 69.75 Million Tonne) x Mining Fee per tonne of Lignite produced and delivered at Delivery point, quoted for Kapurdi Mine	In case of Termination of Agreement, Services at both the mine will be stopped or the Mine Operator could be allowed to work on the one of the two mines. Please Clarify.	Provisions of Bid documents shall prevail
4.	Clasue 13.1 (S) ITB	In line with the provisions of bidding document, NTPC provided the Price Schedule format in MS EXCEL sheet as Appendix 12 – Exhibit 2 which will help to	The excel file to quote the Price is not being downloaded properly. Moreover, it is not clear in the excel file where to quote the prices.	NTPC will ensure to resolve the issue well before Bid Submission

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		arrive at "Total Price of the package" for Evaluation. Bidder may take help of the excel sheet and keep it ready for keying in their Bid Price during the Reverse Auction	Please share the file in an email.	deadline.
5.	Clause 13.1 B ITB	<p>13 Reverse Auction</p> <p>13.1.B</p> <p>...</p> <p>Further, following Reverse Auction methodology shall be adopted while carrying out the Reverse Auction process based on the number of eligible bidders: 4 or more Bidders: Reverse Auction process shall be carried out after removing the one (1) Highest Bidder (i.e. H1 Bidder) based on evaluated Price.</p> <p>Less than 4 Bidders: Reverse Auction process shall be carried out among eligible Bidders based on evaluated price</p>	<p>...</p> <p>13 Reverse Auction</p> <p>13.1.B</p> <p>...</p> <p>All the Eligible Bidders shall be considered for second round of Bidding</p>	Provisions of Bidding Documents are Clear and shall Prevail.
6.	Clause 13.1 B (i),(ii)ITB	(i) Online Reverse Auction: The 'Opening Price' i.e. start price for RA will be the as decided by NTPC in INR.(ii) Bid Decrement shall be in absolute value of INR 25,00,00,000/- only	(i) Online Reverse Auction: The 'Opening Price' i.e. start price for RA will be the as decided by NTPC in Crore INR. (ii) Bid Decrement shall be in absolute value of (Crore INR) INR 25 Crore,00,00,000/- only	Provisions of Bidding Documents are Clear and shall Prevail.
7.	Appendix 13 ITB	[Blank]	Please provide all major and minor clearances status Please provide current operational status	The List of approval and clearances is being

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			of both the mines with drawings	provided as annexure to this clarification no 1
8.	Appendix 2: Format of Bank Guarantee for EMD ITB	Appendix 2: Format of Bank Guarantee for EMD		No change in BG Format is allowed
9.	Appendix 3: Format of Contract Performance Bank Guarantee ITB	Appendix 3: Format of Contract Performance Bank Guarantee		No change in BG Format is allowed
10.	Appendix 7A Exhibit 3, Para 5	*We have enclosed Annual reports along with Audited Financial statements for the financial years mentioned at Para 1.0 above at Annexure_____ in support of the financial figures	Soft copies of Annual report are of Larger file size. Hence it will not be possible to upload the same. Instead, we propose to upload only the Balance Sheet, P&L Statement and Cash Flow Statement on standalone basis, from the Annual Reports.	Noted.
11.	Clause 6.1 (b) Project Agreement	The Letter of Credit shall be for a term not less than one (1) year and shall be for an amount equal to 1.1 times of the maximum Monthly Scheduled Quantity (SQ) stated for that Operating Year in the AAPP at the previous Operating Year's weighted average Mining Fee. However, for the First Operating Year, the amount shall be equal to 1.1 times the maximum Monthly Scheduled Quantity stated in the AAPP at	The Letter of Credit shall be for a term not less than one (1) year and shall be for an amount equal to 1.1 times of the maximum Monthly Scheduled Quantity (SQ) stated for that Operating Year in the AAPP at the previous current Operating Year's weighted average Total Escalated Mining Fee . However, for the First Operating Year, the amount shall be equal to 1.1 times the maximum	Provisions of Bidding Documents are Clear and shall Prevail.

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		the Mining Fee for the First Operating Year.	Monthly Scheduled Quantity stated in the AAPP at the Mining Fee for the First Operating Year	
12.	Clause 6.2 (b) Project Agreement	<p><i>Contract Performance Guarantee by the Selected Bidder</i></p> <p>...</p> <p>(b)The Contract Performance Guarantee shall remain valid for the entire Term of the Project Agreement. Initially it shall be kept valid for a period of ninety (90) days beyond the 5th anniversary of the Commencement Date and thereafter it shall be renewed/ extended in steps of five (5) years at least three (3) months prior to the expiry of the earlier validity.</p>	<p><i>Contract Performance Guarantee by the Selected Bidder</i></p> <p>...</p> <p>(b)The Contract Performance Guarantee shall remain valid for the entire Term of the Project Agreement. Initially it shall be kept valid for a period of ninety (90) days beyond the 5th 1st anniversary of the Commencement Date and thereafter it shall be renewed/ extended in steps of five (5) one (1) year at least three (3) months prior to the expiry of the earlier validity.</p>	Provisions of Bidding Documents are Clear and shall Prevail.
13.	Clause 6.2 Project Agreement	No later than 30 days following the Commencement Date, the Selected Bidder shall furnish the Owner an irrevocable and unconditional bank guarantee ("Contract Performance Guarantee") (in the name of all the members of the Consortium, in case the selected bidder is a consortium) for an amount equivalent to 10% of the estimated annual contract value under the terms of the contract from an Acceptable Bank in the format enclosed at Volume I of the RFP Document ("Contract Performance Guarantee") towards security for the fulfilment of its obligations under this Agreement. The estimated annual contract	No later than 30 days following the Commencement Date, the Selected Bidder shall furnish the Owner an irrevocable and unconditional bank guarantee ("Contract Performance Guarantee") (in the name of all the members of the Consortium, in case the selected bidder is a consortium) for an amount equivalent to 10 3 % of the estimated annual contract value under the terms of the contract from an Acceptable Bank in the format enclosed at Volume I of the RFP Document ("Contract Performance Guarantee") towards security for the fulfilment of its obligations under this Agreement. The	Provisions of Bidding Documents are Clear and shall Prevail.

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		value shall be: Mining Fee (Rate per Tonne of Lignite) quoted by the Selected Bidder for Jalipa Mine multiplied by 4.25 Million tonnes plus Mining fee quoted by the Selected Bidder for Kapurdi Mine multiplied by 2.75 million tonnes	estimated annual contract value shall be: Mining Fee (Rate per Tonne of Lignite) quoted by the Selected Bidder for Jalipa Mine multiplied by 4.25 Million tonnes plus Mining fee quoted by the Selected Bidder for Kapurdi Mine multiplied by 2.75 million tonnes	
14.	Clause 7.2 (a) Project Agreement	<p>7.2 <i>Approvals</i></p> <p>a) The Mine Operator shall, at its own cost obtain all such Approvals or renewals (as detailed at Clause 14.1 of schedule-2) thereof, as may from time to time be required to be obtained by it with respect to the Mining Services or performance of its obligations under this Agreement. The Owner shall at its own cost provide reasonable assistance if so requested by the Mine Operator to comply with its obligations under this clause. However, for avoidance of doubt it is clarified that all documented statutory payments to Govt. Authorities as stipulated in the bid document pertaining to clearances / permissions / approvals shall be made by Owner. Mine Operator shall be responsible for follow up, \coordination & liaison with Govt. Authority</p>	As per providing mining plan, Mining lease of coal blocks are valid till 2040. Accordingly it is expected that mining lease would need to be renewed during project term (25 years from the lignite production start date), it is requested to clarify that which of the two parties will bear the cost of renewal of mining lease and what role MDO is expected to play in the process.	The List of approval and clearances is being provided as annexure to this clarification no 1
15.	Clause 10.1 (c) Project Agreement	<p>10.1 <i>Owner's Obligation</i></p> <p>...</p> <p>(c) Land Acquisition Owner shall provide</p>	Kindly share the present status of acquired land and proposed land acquisition plan. A drawing, showing acquired land and	The details are being provided as annexure title "Summary of Land and people" to this clarification

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		land for mining in phased manner.	yearwise proposed land requirement, is also requested to help us in preparing our technical and financial bid document.	no 1
16.	Clause 10.1 (d) Project Agreement & Schedule 2, Clause 10	<p>Clause 10.1 Owner's Obligation (d) Lignite handling system(LHS) The owner will construct lignite handling system for both the mines to the operator. Lignite Handling System shall be operated and maintained by Mine Operator.</p> <p>Clause 10 of Schedule 10 BLMCL shall design and construct the Lignite Handling Systems for both the mines. It will also provide;</p> <p>a) The necessary crushing and screening facilities to achieve the specified size of Lignite.</p> <p>b) Bunkering facility to deliver Lignite to the Lignite conveyor (s)</p> <p>The MDO shall be responsible for operating and maintaining the entire Lignite Handling Systems; especially:-</p> <ul style="list-style-type: none"> ■ Lignite receiving hoppers, crushers, screens, intermediate storage bunkers (if provided) and short belt conveyors, if any. ■ Belt conveyors installed for transportation of crushed lignite from crushing plant in mines to RWPL's power plant (Delivery Point). ■ Dust suppression and firefighting systems installed over belt conveyors of LHS. 	<p>Please clarify if Lignite Handling System will be a combined infrastructure facilities for both mines or separate arrangements will be made? It is also requested to clarify that which of the two party will bear the cost of major overhauling/ planned shifting (Kapurdi mines after 15th year) of Lignite Handling Systems? Since MDO needs to operate and maintain the LHS, it is requested to make available of following details in order to make sound financial bid:</p> <ol style="list-style-type: none"> 1. Design Criteria and Technical Specification of the Lignite Handling System. 2. LHP construction schedule to prepare maintenance schedule and lignite transportation. 3. During the construction period of LHP/any delay in construction, what will be the MDO's obligation towards lignite transportation from face to Power Plant. 	<p>Separate LHS shall be there for both the mines.</p> <p>Entire O & M including major overhauling of LHS is in the scope of MDO</p> <p>Technical specifications of LHS is being provided as annexure to this clarification no 1</p> <p>for delay in construction of LHS kindly refer 5.10 of ITB volume 1.</p>

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17.	Clause 11.5 (c) Project Agreement	<p><u>Separate Contractors on Site</u> The Mine Operator shall comply with all written directions from the Owner's Representative regarding Separate Contractors and their work; and allow any Separate contractors engaged by the Owner to use the amenities, utilities, and facilities available on Site including those owned by the Owner without seeking any compensation from the Owner or its engaged Contractors</p>	<p><u>Separate Contractors on Site</u> The Mine Operator shall comply with all written directions from the Owner's Representative regarding Separate Contractors and their work; and allow any Separate contractors engaged by the Owner to use the amenities, utilities, and facilities available on Site including those owned by the Owner without seeking any compensation from the Owner or its engaged Contractors. <u>Mine Operator shall be compensated if Mine Operator is undertaking O&M of such facilities for any incremental cost and obligation.</u></p>	Provisions of Bid documents shall prevail
18.	Clause 12.2 & 12.3 Project Agreement & Clause 12.18 of ITB	<p>12.2 Subcontracting (a) Mine operator shall not subcontract any of its obligations under this Agreement without prior written approval of the owner. ...</p> <p>12.18 of ITB Subcontracting</p>	<p>12.2 of Project Agreement :Subcontracting (a) Mine operator shall not subcontract any of its obligations under this Agreement without prior written approval of the owner, <u>provided value of such subcontracting is more than INR 10 Crore per annum.</u> 12.2(b) - 12.2(h) of Project Agreement : <u>[Deleted]</u> 12.3 of Project Agreement <u>[Deleted]</u> 12.18 of ITB <u>[Deleted]</u></p>	Provisions of Bid documents shall prevail

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19.	Clause 13.1 (a) Project Agreement & Clause 3 of Schedule 2	<p><i>13.1 Provision of Mine Operator's Plant and Equipment</i></p> <p>(a) The Mine Operator is expected to deploy new plant and equipment with proven design for the performance of Mining Services. Equipment not previously used shall be deemed to be new for the purpose of Plant, equipment and consumables. Proven design is of the type that has been successfully used in similar mining or material handling system.</p> <p><i>Schedule 2 - Description of Mining Services</i></p> <p>...</p> <p style="text-align: center;"><i>3. Mining Equipment</i></p> <p>...</p> <p>The Mine Operator is expected to deploy new equipment at the Site except for the first three Operating Years of mining operations, wherein it can employ used equipment and / or equipment of smaller sizes also.</p>	<p><i>13.1 Provision of Mine Operator's Plant and Equipment</i></p> <p>(a) The Mine Operator is expected to deploy new plant and equipment with proven design for the performance of Mining Services. Equipment not previously used shall be deemed to be new for the purpose of Plant, equipment and consumables. Proven design is of the type that has been successfully used in similar mining or material handling system.</p> <p><i>Schedule 2 - Description of Mining Services</i></p> <p>...</p> <p style="text-align: center;"><i>3. Mining Equipment</i></p> <p>...</p> <p>The Mine Operator is expected to deploy new equipment at the Site except for the first three Operating Years of mining operations, wherein it can employ used equipment and / or equipment of smaller sizes also.</p> <p>...</p>	Provisions of Bid documents shall prevail
20.	Clause 13.5 (b) Project Agreement	<p>Owners Facilities</p> <p>...</p> <p>(b)The Mine Operator shall incur the expenses for operating, maintaining and any overhauling that may be required for using the Owner's Facilities during the</p>	<p>This Clause shall not be applicable for Lignite Handling System as Mine Operator would be doing only the O&M.</p>	Provisions of Bid documents shall prevail

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		Term of the Agreement. This shall include provision of capital replacement, maintenance spares as may be required. (Maintenance spares means spares required for O&M of Equipment in addition to Mandatory spares).		
21.	Clause 15.1(b) Project Agreement	<p><i>Clause 15.1 Quantity Obligation</i></p> <p>...</p> <p>(b) In the event of failure on the part of the Mine Operator to make available for delivery of Monthly Required Quantity the defaulting Party shall compensate the other Party for Shortfall in accordance with the formula set forth in the table below (For Shortfall refer Clause 15.3):</p>	No liability of Mine Operator for quality and quantity in case of Non- Offtake or delayed offtake of lignite by Owner	Refer clause 16.3.(c) of project agreement. "Payment for the quantity and quality of lignite delivered shall be based on the lignite delivered at Delivery point."
22.	Clause 15.4 (a) Project Agreement	<p><i>15.4 Loading and Delivery Facilities</i></p> <p>(a) The Mine Operator shall maintain and operate the lignite Handling System during the validity period of this Agreement or its extensions thereof.</p>	<p>1. For maintain and operate the lignite handling system ,kindly provide lignite handling plant scheme, Maintenance schedule & O/M manuals, flow sheet, number of equipments, Make of all equipment shall be provided. If any spares available in the LHP plant then details of the spares shall be provided</p> <p>2. It is understood that NTPC is the consultant for this project. In order to derive the OPEX cost, we should know the entire design philosophy (i.e. standby circuits, equipment etc.) and layout of the Lignite handling plant. (Existing +proposed). Request you to provide these details.</p>	Technical specifications and flow diagram of LHS is being provided as annexure to this Clarification no 1

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23.	15.5.1 (b) Project Agreement	<p><i>Weighment of lignite</i></p> <p>...</p> <p>b) BLMCL shall maintain the Weighbridges/weigh scales in accordance with the Weights and Measures Standards. The Weighbridges/weigh scales shall be inspected, tested, certified and stamped by the statutory authority, in accordance with Applicable Laws, at BLMCL's expense. A copy of the Inspector's report verifying such inspection, testing and certification shall be furnished by BLMCL to the MDO within 7 (seven) days on demand by the MDO. BLMCL shall, at any reasonable time and upon written demand of the MDO but not more than twice every year, allow access to the Weighbridges/weigh scales for the purpose of inspection and testing of the Weighbridges by the representatives of the MDO, which shall be carried out at the MDO's own cost and expenses.</p>	<p>1. Please clarify the frequency of inspection/ testing/ certification/ stamping of Weighbridges/ Weigh Scales by the statutory authority at BLMCL's expense. We expect that such inspections will be carried out at least once in a quarter and report will be shared with MDO.</p> <p>2. BLMCL is also requested to allow access to Weighbridge/ Weight Scale for the purpose of inspection/ testing by its representative at lease once in each quarter.</p>	Provisions of bid documents are clear in this regard and shall prevail.
24.	Clause 15.6.2 (b) Project Agreement	<p><i>15.6.2 Stones/ foreign/ metallic material</i></p> <p>...</p> <p>(b) The Mine Operator shall use magnetic separators and metal detectors before the lignite handling system, so as to ensure supply of lignite free from tramp iron and metallic foreign material.</p>	Magnetic separator and metal detector can only be installed in lignite handling conveyors. Since entire LHP installation is in BLMCL scope, installation of these auxiliaries should also be in their scope only. Along with the maintenance of LHP, MDO shall maintain these auxiliaries also.	Bidders understanding is correct in this regard
25.	Clasue 15.6.3 (d) Project Agreement	<p><i>15.6.3 Size of Lignite</i></p> <p>...</p> <p>(d) The Owner reserves the right to</p>	Existing and proposed crusher details like technical data sheet ,drawing, make shall be provided to MDO for deriving	Bidder to make his own assessment

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		approve the specifications of the crusher and periodically inspect the crusher to ensure compliance.	operational cost of crusher in lignite handling plant.	
26.	Clause 15.6.3(a) Project Agreement	15.6.3 Size of Lignite (a)The mine Operator shall supply lignite with size of 100 millimetres or less	Size analysis of Lignite of existing mine operation shall be provided Also provide HGI of Lignite being currently mined in both the mines	Bidder to make his own assessment
27.	Clause 15.6.4 (a) Project Agreement	Weighted Average GCV of the lignite delivered during the month from the individual mine shall be equal to yearly weighted average GCV of preceding five financial years from the same mine (here and after called GAVK for Kapurdi & GAVJ for Jalipa). This weighted average GCV shall be calculated on yearly rolling basis, calculated on actual GCV of Lignite supplies in preceding five years	GCV of the Lignite delivered shall be based on lignite quality of the seam determined annually through in-fill drilling	Provisions of Bid documents shall prevail
28.	Clause 15.7.1 (b) Project Agreement	The Mine Operator is expected to maintain mine shape and ensure safety in accordance with Directorate General of Mine Safety ("DGMS") requirements and updated Mining Plan and Geological Model. In the event that the shape of the mine violates the DGMS requirements, the Owner shall have the right to ask the Mine Operator to suspend lignite production and remedy the mine shape in which case the shortfall in lignite production shall be the responsibility of the Mine Operator and shall be dealt in accordance with relevant Clauses of this Agreement.	Since the mine is an operating mine, Mine operator selected through Competitive bidding process shall not be held responsible for the fault or not working according to mentioned compliances of currently working contractor/ operator	Provisions of Bid documents shall prevail

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29.	Clause 16 Project Agreement	Payment Towards Mining Fee, Payment Claim, Payment And Security	To add: Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at the Bank Rate and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.	Provisions of Bid documents shall prevail
30.	Clause 16.3 Project Agreement	<i>16.3 Modalities for Billing & Claims</i>	To add: ad hoc payment	Provisions of Bidding Documents are Clear and shall Prevail.
31.	Clause 16.5 Project Agreement	BLMCL shall make payments of the undisputed portions due under the Monthly Bills and / or the Supplementary Bills after 30 (Thirty) days but within 45 (Forty-Five) days of the receipt of the Monthly Bill and/or Supplementary Bill.	BLMCL shall make payments of the undisputed portions due under the Monthly Bills and / or the Supplementary Bills after 30 (Thirty) 10 (ten) days but within 45 (Forty-Five) 20 (twenty) days of the receipt of the Monthly Bill and/or Supplementary Bill.	Provisions of Bidding Documents are Clear and shall Prevail.
32.	Clause 16.9 Project Agreement	'Goods and Services Tax' as applicable on direct transaction between Mine Operator and Owner under this Agreement shall be paid by Owner. During the execution of contract if any new Tax or Duty is imposed on the Mining Fee, the same shall be reimbursable to Mine Operator against the	'Goods and Services Tax' as applicable on direct transaction between Mine Operator and Owner under this Agreement shall be paid by Owner. During the execution of contract if any new Tax or Duty is imposed on the	Provisions of Bidding Documents are Clear and shall Prevail.

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		documentary evidence	Mining Fee, the same shall be reimbursable to Mine Operator against the documentary evidence <u>directly paid by the Owner throughout the tenure of this Agreement</u>	
33.	Clause 16.10 Project Agreement	<p><u>Ensuring payments to other contractors</u> The Mine Operator shall maintain a separate account with a Scheduled Bank at Site for the purpose of receiving all the payments under the Contract(s) and for utilization of payments received from the Owner for disbursement to subcontractors, sub-vendors etc., of the Mine Operator. Mine Operator shall be required to submit an undertaking to the Owner's Representative every quarter, certifying that all due statutory payments, labour payments and payments to all his sub-contractors have been disbursed.</p>	<p>The Mine Operator shall maintain a separate account with a Scheduled Bank at Site for the purpose of receiving all the payments under the Contract(s) and for utilization of payments received from the Owner for disbursement to subcontractors, sub-vendors etc., of the Mine Operator. Mine Operator shall be required to submit an undertaking to the Owner's Representative every quarter, certifying that all due statutory payments, labour payments and payments to all his sub-contractors have been disbursed.</p>	Provisions of Bidding Documents are Clear and shall Prevail.
34.	Clause 20.1 (d) Project Agreement	<p>"Force Majeure" shall mean (with respect to either Party) any event or circumstances or combination of events or circumstances: ... (d) denial or withdrawal of permission/Approvals by any Government Authorities for activities relevant to the project.</p>	<p>"Force Majeure" shall mean (with respect to either Party) any event or circumstances or combination of events or circumstances: ... (d) <u>Delay,</u> denial or withdrawal of permission/Approvals by any Government Authorities for activities relevant to the project.</p>	Provisions of Bidding Documents are Clear and shall Prevail.

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35.	Clause 20.2 Project Agreement	<p>20.2 Procedure on occurrence of an event of Force Majeure</p> <p>Immediately upon any occurrence of an event of Force Majeure or, in any event, no later than five (5) days following such occurrence, the Party affected by such event of Force Majeure event shall:</p> <p>....</p>	<p>20.2 Procedure on occurrence of an event of Force Majeure</p> <p>Immediately upon any occurrence of an event of Force Majeure or, in any event, no later than five ten (510) days following such occurrence, the Party affected by such event of Force Majeure event shall:</p> <p>....</p>	Provisions of Bidding Documents are Clear and shall Prevail.
36.	Clasue 23.2 Project Agreement	23.2 Resolution of Dispute through Expert Settlement Council	23.2 Resolution of Dispute through Expert Settlement Council: [Deleted]	Provisions of Bidding Documents are Clear and shall Prevail.
37.	Clasue 23.3.3 Project Agreement	<p>Any dispute raised by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by Managing Director, BLMCL (Appointing Authority) from the List of empanelled Arbitrators of BLMCL in the following manner :-</p> <p>...</p> <p>(b) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for Managing Director, BLMCL to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left.</p>	Dispute resolution shall be in accordance with Arbitration and Conciliation Act 1996/ 2015	Provisions of Bidding Documents are Clear and shall Prevail.

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38.	Clause 24.3(b)(iii) Project Agreement	The Mine Operator fails to make satisfactory progress or achieve milestones in accordance with the agreed Operational Plan specified at Clause 8.2(a) (duly considering any extension under Clause 8.3 or subsequently), except where the progress has been held up because of delay in achieving Owner's milestones identified in the Operational Plan (duly considering any extension under Clause 8.3 or subsequently);	The Mine Operator fails to make satisfactory progress or achieve milestones in accordance with the agreed Operational Plan specified at Clause 8.2(a) (duly considering any extension under Clause 8.3 or subsequently), except where the progress has been held up because of delay in achieving Owner's milestones identified in the Operational Plan <u>or reasons attributable to Force Majeure events pursuant to Clause 20</u> (duly considering any extension under Clause 8.3 or subsequently);	Provisions of Bidding Documents are Clear and shall Prevail.
39.	Clause 24.3 (c) Project Agreement	Notwithstanding any other provision of this Agreement, the Owner may, at its sole discretion, terminate this Agreement for its convenience at any time during the Term of the Agreement, where in the sole opinion of the Owner, to continue with the mining operation under this Contract Agreement would cause it significant ongoing financial losses. Such option to terminate this Agreement shall be exercisable by the Owner by way of a written notice from the Owner to the Mine Operator at least ninety (90) days' in advance of such termination	24.3(c) [Deleted] OR <i>provide modification</i> Clause 24.5 (a)(ii) as mentioned below: <u>If this Agreement is terminated at Owner's convenience, the Mine Operator will be entitled to claim:</u> <u>(i) 12 months mining fee at peak mining capacity</u> <u>(ii) Market value of Infrastructure created by MDO</u> <u>Moreover, this amount should not limited by the amount mentioned in</u>	Provisions of Bidding Documents are Clear and shall Prevail.

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			<u>clause 24.7- Limitation of Liability</u>	
40.	24.5 (a) (i) Project Agreement	Upon termination of this Agreement for any reason other than the Mine Operator's Event of Default, the Owner shall pay the Mine Operator the amount of all unpaid, unbilled and uncontested payment claims of the Mine Operator, less any amounts which the Owner is entitled to set-off. For the avoidance of doubt, it is clarified that all unbilled amounts will be billed within fourteen (14) days of receipt of Notice of termination beyond which no further bills will be considered by the Owner.	Upon termination of this Agreement for any reason other than the Mine Operator's Event of Default , the Owner shall pay the Mine Operator the amount of all unpaid, unbilled and uncontested payment claims of the Mine Operator, less any amounts which the Owner is entitled to set-off. For the avoidance of doubt, it is clarified that all unbilled amounts will be billed within fourteen (14) days of receipt of Notice of termination beyond which no further bills will be considered by the Owner.	Provisions of Bidding Documents are Clear and shall Prevail.
41.	24.5 (a) (ii) Project Agreement	(ii) If this Agreement is terminated for an Owner's Event of Default or Owner's convenience, the Mine Operator may claim reasonable compensation to the satisfaction of the Owner for demonstrable (reasonable demobilization costs and expenses) and direct losses suffered by Mine Operator due to such termination, subject to the limitation of liability in accordance with Clause 24.7.	(ii) If this Agreement is terminated for an Owner's Event of Default or Owner's convenience, the Mine Operator may claim reasonable compensation to the satisfaction of the Owner for demonstrable (reasonable demobilization costs and expenses) and direct losses suffered by Mine Operator due to such termination, subject to the limitation of liability in accordance with Clause 24.7.	Provisions of Bidding Documents are Clear and shall Prevail.
42.	24.5 (b) (ii) Project	(iii) For the avoidance of doubt, it is clarified that in no event except for provisions of	(iii) For the avoidance of doubt, it is clarified that in no event except for	Provisions of Bidding

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	Agreement	<p>clause 24.5 (c) (iv), shall the Mine Operator be liable for an amount exceeding the amount specified in Clause 24.7.</p> <p>(iv) In case of termination on Mine Operator's Event of Default, if the Owner completes the mining activities of the Mine, the cost of completing such mining activities by the Owner shall be determined. If the sum that the Mine Operator is entitled to be paid under the Project Agreement, plus the reasonable costs incurred by the Owner in completing the mining activities, exceeds the Contract Price, the Mine Operator shall be liable for such excess amount. If such excess is greater than the sums due to the Mine Operator under Project Agreement, the Mine Operator shall pay the balance to the Owner, and if such excess is less than the sums due to the Mine Operator under Project Agreement, the Owner shall pay the balance to the Mine Operator. The Owner and the Mine Operator shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.</p>	<p>provisions of clause 24.5 (c) (iv), shall the Mine Operator be liable for an amount exceeding the amount specified in Clause 24.7.</p> <p>(iv) In case of termination on Mine Operator's Event of Default, if the Owner completes the mining activities of the Mine, the cost of completing such mining activities by the Owner shall be determined. If the sum that the Mine Operator is entitled to be paid under the Project Agreement, plus the reasonable costs incurred by the Owner in completing the mining activities, exceeds the Contract Price, the Mine Operator shall be liable for such excess amount. If such excess is greater than the sums due to the Mine Operator under Project Agreement, the Mine Operator shall pay the balance to the Owner, and if such excess is less than the sums due to the Mine Operator under Project Agreement, the Owner shall pay the balance to the Mine Operator. The Owner and the Mine Operator shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.</p>	Documents are Clear and shall Prevail.
43.	Clause 24.5(c)(ii) Project Agreement	If this Agreement is terminated for a Mine Operator's Event of Default, the Owner shall have a right to claim any sum the	This clause shall be at the parity, in line with 24.5(a)(ii) wherein if the Agreement is terminated at Mine Operator's event of	Provisions of Bidding Documents are Clear and

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
		Owner has to pay to RWPL for not fulfilling its obligations under FSA due to such termination subject to the limitation of liability in accordance with Clause 24.7, which will be paid and settled by the Mine Operator within 15 days of receipt of Notice of claim by the Owner failing which the Owner shall have a right to encash Contract Performance Guarantee and/or Performance Guarantee(s) pursuant to the Joint Operating Agreement/Consortium Operating Agreement .and set off the claimed amount from the encashment proceeds of these bank guarantees. If the Owner's claim exceeds the amount of these guarantees, the Owner shall have further rights to recoveries in the manner deemed fit by the Owner.	default or at the owners convenience, Mine Operator can claim only for direct losses incurred to the Mine Operator. Hence to maintain parity with above caluse BLMCL should also claim for the amount that it incurred as direct losses.	shall Prevail.
44.	Clause 27 A.1 & Clause 27 A.2 Project Agreement	27A.1 <i>Delay in Commencement of Lignite Production</i> 27A.2 <i>Failure to supply lignite</i>	1. In case Mine operator fails to commence coal production within 180 days from the commencement date then Clause 27A.2 & Clause 27A.1 should not be invoked simultaneously. 2. If Clause 27A.2 is invoked, the Indian coal sourced by the Owner should be of Same grade and at Pit Head Cost.	Provisions of Bidding Documents are Clear and shall Prevail.
45.	Clause 27 A Project Agreement	27A.3 Liquidated Damages in case of failure to maintain the minimum Permanent Power Plant Stock by MDO as under:	To delete Clause 27.A. Alternatively, Clause 27.A shall not be invoked if Clause 15.1 (b) is invoked to penalize Mine Operator for Shortfall in Delivery.	Provisions of Bidding Documents are Clear and shall Prevail.

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
46.	Schedule 2, Clause 4.3 Project Agreement	4.3 <i>Geological In-fill drilling</i> To increase confidence in mine planning, the Mine Operator	Please clarify which of the two parties will bear the cost of sampling and analysis process.	Infill drilling in scope of MDO at its own cost .
47.	Schedule 2, Clause 4.4 b Project Agreement	(b) Rolling Monthly Production Plan for the next three (3) months. These plans are to be delivered two (2) weeks prior to the beginning of every month. Such rolling monthly production plans shall be consistent with the agreed annual Mining Plan and the Monthly Contracted Quantity.	Finalizing monthly rolling plan 2 weeks before the beginning of the month is not an ideal condition to work with considering plan would have to be made with old survey data (atleast 3- 4 weeks old data of next month) and mine position may change dynamically in remaining weeks considering nature of work. In this scenario, there would be a high chance of deviation from the intended plan thus making the whole exercise/ committment futile. Thus, AEL requests BLMCL to change delivery tme of rolling monthly production plan from "2 week prior to the beginning of every month" to "25th of preceeding month/ 1 week prior to the beginning of every month.	Provisions of Bid documents shall prevail
48.	Schedule 2, Clause 5.2 (d) Project Agreement	<i>Schedule 5.2</i> ... (d) The Mine Operator shall give preference in employment to Project Affected People (hereinafter called the "PAPs") at Kapurdi and Jalipa Blocks and fulfill other obligation as per Owner's Rehabilitation & Resettlement (hereinafter called the " R&R ")	We understand that R&R activities will be undertaken by BLMCL only. Please provide R&R policy and Rehabilitation Action Plan. Please clarify what are other obligations Please specify no. of PAPs.	The details are being provided as annexure title "Summary of Land and people" to this clarification no 1

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
		<p>policy and Rehabilitation Action Plan as may be approved by BLMCL</p> <p><i>Schedule 5 Facilitating works by Owner</i></p> <p>1. Land Acquisition BLMCL shall carry out all the activities of Land acquisition and R&R for Kapurdi and Jalipa Lignite Blocks. However, Mine Operator shall assist in evacuation of Fixed Asset of private landowners at Jalipa Lignite block</p>		
49.	Schedule 2, Clause 5.11 (a) Project Agreement	<p>5.11 Utilities <i>(a) Power</i></p> <p>BLMCL will arrange for electric power at 33KV from the relevant Rajasthan Discoms for the mining operation. The power would be provided by BLMCL at some point on the periphery of the mine lease area. Cost of power will be chargeable at prevailing commercial rate. The MDO would be responsible for developing further power distribution in line with relevant sections of Indian Electricity Act.</p>	<p>1) Location in mine leased area where 33 KV will be provided by BLMCL shall be clarified in drawing.</p> <p>2) Kindly clarify whether it will be single circuit or double circuit.</p>	<p>Please refer combined surface plan already provided. Shown on working plan of Kapurdi. Presently it is a 5MVA connection from JdVVNL</p>
50.	Schedule 2, Clause 5.11, Project Agreement	<p>5.11. Utilities <i>(a) Power</i></p> <p>BLMCL will arrange for electric power at 33KV from the relevant Rajasthan Discoms for the mining operation. The power would be provided by BLMCL at some point on the periphery of the mine lease area. Cost of power will be chargeable at prevailing commercial rate. The MDO would be</p>	<p>Please provide current power / water rates of the prevailing authority in the area from which owner seeks to provide power / water. It is understood that Mine Operator can buy power from Open Access also.</p>	<p>Applicable power tariff is under NDS HT -2 category</p>

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
		responsible for developing further power distribution in line with relevant sections of Indian Electricity Act. (b) Water BLMCL will arrange industrial water for the mining operations. The water would be provided by BLMCL at one point on the periphery of the lease area. Cost of water will be chargeable at prevailing commercial rate. The MDO would be responsible for taking the water from such location to the Site and also paying for the water consumed in its operations.		
51.	Schedule 2, Clause 5.21 Project Agreement	Site security	Please provide detail of existing fencing arrangement at site.	Shown on working plans of both mine
52.	Schedule 2, Clause 5.27 & Schedule 5, Clause 3	<p><i>Schedule 5,</i> ... <i>3. RO Plant</i> <i>BLMCL shall construct, own and operate the RO plant and its settling pond, the weighing scales & weighbridges.</i></p> <p><i>Schedule 2, 5.27 Mine water management</i> ... The Mine Operator shall be responsible for all water control, diversion and holding structures necessary to comply with the conditions contained in EC, AAPP and Environmental Management Plan (EMP), to deliver Raw Water at the designated place</p>	It is clear from Schedule 5 that BLMCL shall be responsible for construction and O&M of RO plant and settling pond. Please clarify.	Provision of bid documents are clear in this regard and shall prevail.

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
		at RO Plant, and other permit conditions within the battery limits including: ... (f) Sedimentation /settling ponds; and		
53.	Schedule 2, Clause 5.27 Project Agreement	Mine water management	Is there any requirement for ground water recharge system. If there please clarify scope of work.	It will be as per CGWA guidelines.
54.	Schedule 2, Clause 5.27 Project Agreement	Mine water management	As defined in clause MDO's scope is limited to pumping of Mine water from mine to RO plant. Post RO plant disposal in line with EC conditions is in the scope of Owner. Please confirm.	All water management beyond RO Plant will be in the scope of MDO.
55.	Schedule 2, Clause 5.27 Project Agreement	Mine water management	No External water is in MDO's scope for operation of mine.	All water management beyond RO Plant will be in the scope of MDO.
56.	Schedule 2, Clause 5.27 Project Agreement	Mine water management	Existing plant details like ETP, STP, WTP, water distribution system. Water demand for LHS and common facilities shall be shared. Any Facilities which MDO has to create shall be clearly spelled out.	Presently there is no owner created facilities available at mine. MDO has to create his own facilities unless otherwise specified in bidding documents to be provided by owner.
57.	Schedule 2, Clause 10 Project	10. Lignite Handling System, Haulage and Loading ...	1. Distance from Jalipa Mine & Kapurdi Mine to Delivery Point for road transportation.	Bidders to make their own estimate based on information (including

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	Agreement	In case of breakdown of LHS or the belt conveyors, the lignite shall be transported by road from crushing plants at mines to delivery point of power plant mentioned above, through trucks by MDO without any extra cost implication to Owner.	2. The size (capacity) of trucks being utilised for transportation of lignite up to power plant should be specified.	combined surface plan) provided
58.	Schedule 2, Clause 10 Project Agreement	The MDO shall arrange to send the lignite up to Delivery Point either through the belt conveyor of the Lignite Handling System (the capital cost of such LHS shall be borne by BLMCL) from the mine.	BLMCL to provide complete technical details of all existing LHPs which will be operated by MDO.	Technical specifications of LHP provided
59.	Schedule 2, Clause 10 Project Agreement	BLMCL shall design and construct the Lignite Handling Systems for both the mines.	BLMCL to provide complete technical details with drawings for all Infrastructures, both LHPs to be constructed by BLMCL (1 each for Jalipa & Kapurdi), crushing & screening plant and bunkering system.	Technical specifications of LHP provided
60.	Schedule 2, Clause 10 Project Agreement	<p><i>10. Lignite Handling System, Haulage and Loading</i> The Delivery Point, as mentioned anywhere in the document shall be the receiving chute at transfer tower (refer to the Lignite Handling System at power plant of RWPL) ...</p> <p>The MDO shall arrange to send the lignite up to Delivery Point either through the belt conveyor of the Lignite Handling System (the capital cost of such LHS shall be borne by BLMCL) from the mine.</p>	Kindly provide the drawing of referred lignite handling system at power plant of RWPL to know the exact location.	Shown on the Combined surface plan provided
61.	Schedule 2, Clause 10	<i>10. Lignite Handling System, Haulage and Loading</i>	Kindly provide the delivery point for both (Jalipa & Kapurdi) mines and the	Please refer combined

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	Project Agreement	The Delivery Point... Both the mines will ultimately be operated with respective Lignite Handling System (LHS) for supply of lignite to the power plant.	material transfer tower details to know the battery limits and scope of MDO.	surface plan provided.
62.	Schedule 2, Clause 10 Project Agreement	<i>Lignite Handling System, Haulage and Loading</i> ... BLMCL shall design and construct the Lignite Handling Systems for both the mines. It will also provide; a) The necessary crushing and screening facilities to achieve the specified size of Lignite. b) Bunkering facility to deliver Lignite to the Lignite conveyor (s)	Kindly inform the status of lignite handling system whether it is constructed or yet to construct, please inform when it will be handed over to MDO for operating lignite handling system.	Please refer LHS Specs
63.	Schedule 2, Clause 10 Project Agreement	<i>10. Lignite Handling System, Haulage and Loading</i> ... The existing roads on the side of proposed route of lignite conveyor to power plant will need to be maintained by the MDO for the total duration of the contract to provide alternative means of lignite transport.	Please provide current condition and specification of road for OPEX estimation.	It is a Kachcha road.
64.	Schedule 2, Clause 10 Project Agreement	<i>10. Lignite Handling System, Haulage and Loading</i> ... However, when the lignite is delivered by road, separate electronic weigh bridges maintained by BLMCL would record the quantity of lignite delivered at the power plant.	In case of lignite is delivered by road, construction of weigh bridge is by BLMCL, please confirm	Bidders understanding is correct

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
65.	Schedule 2, Clause 11 Project Agreement	<i>11. MINE INFRASTRUCTURE</i>	As this is running mine, is there any existing facilities or buildings available for utilising as Mine Infrastructure.	Presently there is no owner created facilities available at mine. MDO has to create his own facilities unless otherwise specified in the bidding documents to be provided by owner
66.	Schedule 6 Project Agreement	<i>Mine Operator's Plant and Equipment</i> ... C. Auxiliary Equipment To be provided by the Mine Operator	Please clarify the scope of Auxiliary equipment. Does auxiliary equipment means equipment used lignite handling system. Please confirm.	Auxiliary equipment means all auxiliary equipment required to execute the work, and it does not mean Lignite handling system.
67.	Schedule 8, Clause (a) Project Agreement	<i>Sampling and Sample preparation</i> (a) Unless the Parties otherwise agree, lignite delivered at Delivery Point under the Agreement shall be sampled by the Owner and the Mine Operator jointly by Auto Sampler installed in the Lignite Handling System on daily basis and analysed at the Govt./NABL accredited laboratory at the Site.	Kindly provide the details of auto sampler provided in the lignite handling system.	LHS specifications and flow diagram is being provided as annexure to this clarification no 1
68.	Schedule 8, Clause (g) Project Agreement	<i>Sampling and Sample preparation</i> ... (g) Check on Sampling System Using bias test procedures approved by the Mine Operator, the Owner shall cause such sampling system to be tested periodically,	kindly confirm the scope of train load consignment of lignite as mentioned in this clause.	Please refer to Amendment No 01

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
		for bias against stopped-belt reference samples. Such testing shall be scheduled such that when each trainload consignment of lignite is sampled.		
69.	Schedule 11 Clause 1.1 Project Agreement	<i>Schedule 11 - Escalation on Mining Fee</i> ... Base year will be 2018-19 for the purpose of this chapter.	Base year will be 2018-19 for the purpose of this chapter. <u>Base time for calculation of escalation on Mining Fee shall be from the date of Bid Submission</u>	Provisions of Bid documents shall prevail
70.	Depth of the Opencast mine - Jalipa Lignite Block Mining Plan, Jalipa		There are very few lignite mines proposed with a depth of more than 150m. Here, Jalipa mine is designed for more than 200m depth. Kindly clarify if Geotechnical Studies has been carried out for both lignite blocks and what slope angles are suggested. It is requested to share Geotechnical report and Slope Stability Test results and recommendations.	Geotechnical report and slope stability report are not available
71.	Plate XI, XII Mining Plan Drawings	LHP Location	LHP are shown at different location. Hence It is understood that LHP Shifting will be in owner scope.	All responsibilities of LHS will lie on MDO once it is handed over by BLMCL.
72.	EC	Diversion of NH-15 from mine lease area	It is assumed that road diversion is already carried out and not in the scope of MDO, please confirm	Amount for NH diversion is deposited to NH Authorities. MDO has to assist only

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
73.			BLMCL to provide Auto CAD file of existing mine master plan.	Bidder to get information from the documents provided in the bidding documents
74.		LHP System	LHP system complete details required to estimate the operating cost. How old is the existing LHP system and what are the major issues, if any?	Please refer flow diagram and SLD
75.	-	-	Please provide geotech investigation report prepared for existing mine infrastructure area	Geotech investigation report is not available
76.			Total operating electrical load is not mentioned anywhere in all documents. Kindly provide it to envisage energy charges to be paid by MDO.	Details of LHS is provided
77.			BLMCL needs to furnish maximum demand and annual consumption of existing system (LHS, dewatering system and any other facilities) to enable us to furnish exhibit 11.	Details of LHS are provided remaining will depend on MDO's installation and equipment.
78.			Cost of diversion of 33 kV transmission line and discom substation (which is passing through Jalipa mine boundary) shall be borne by BLMCL. Please confirm.	Amount deposited to Discom. MDO has to assist in diversion of transmission line.
79.			Kindly furnish details related to power distribution, recent power bill and E&I infrastructure to estimate operational and maintenance cost.	Details of LHS are provided remaining will depend on MDO's

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
				installation and equipment.
80.			As per LHP shown in plates of tender document, Kapurdi LHP, i.e. dump station and crushing plant have to be shifted towards power plant and overland conveyor shall be shorted. BLMCL has to clarify the SOW of this shifting exercise.	All responsibilities of LHS will lie on MDO once it is handed over by BLMCL
81.			At Jalipa mine also, semi mobile plant have been installed considering that it will be shifted in future as requirement. Also new In-pit conveyor will be provided in phases for entire LOM, hence this SOW also need to be clarified by BLMCL.	All responsibilities of LHS will lie on MDO once it is handed over by BLMCL.
82.			BLMCL will give power supply up to mine boundry and same shall have capacity to run mine to entire life of mine.Please confirm.	Bidders understanding is correct
83.	-	-	Please provide surface master plan containing details of all existing facilities in CAD format.	Please refer combined surface plan provided. AutoCAD drawings cannot be provided.
84.	Additional Info required		BLMCL is requested to provide following additonal data on urgent basis in order to enable bidders to furnish sound technical/ financial bids. 1. Geological Report (GR) of both lignite blocks (Jalipa and Kapurdi) including its	Following documents are being provided along with this clarification; i) Geological Report of both lignite blocks.

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
			<p>annexure and plates</p> <p>2. A surface layout map showing both lignite blocks (Jalipa and Kapurdi), associated infrastructure, surface features and power plant</p> <p>3. Present working plan of both lignite open pit – Jalipa and Kapurdi mines</p> <p>4. Details (Design basis/ technical parameters) of Proposed Lignite Handling System (LHS) which BLMCL will be constructing along with construction schedule</p> <p>5. All plates of approved mining plan of both mines</p> <p>6. AutoCAD drawings of Stage plans of both lignite mines</p> <p>7. Hydro-geological study report of both mines</p> <p>8. Geotechnical study/ report of both mines</p> <p>9. Day wise/ month wise water dewatering data of both mines and details of dewatering pumps in use</p> <p>10. NH-15 (Barmer to Jaselmer) passing through Jalipa mine for a length of 14km needs diversion of 31 km length. Status of payment for diversion by Central Government and need clarity on the responsibility.</p> <p>11. Electrical power supply 33KV to the project is under whom's scope</p> <p>12. Diversioin of several nallahs in</p>	<p>ii) Combined surface plan of both lignite blocks.</p> <p>iii) Working plan of both blocks</p> <p>iv) Technical specifications of LHS</p> <p>AutoCAD drawings cannot be provided.</p> <p>Hydro geological study and technical study is not available.</p> <p>Amount for NH diversion is deposited NH Authorities. MDO to assist.</p> <p>Electrical power is available from JDVVL (5 MVA capacity). Electricity cost to be borne by MDO as per applicable tariff.</p> <p>Nallah diversion if any is under MDO's scope.</p> <p>Details of surface features are provided in Summary</p>

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
			northern region of Kapurdi block are coming in first 5 years. Please clarify diversion of nala is under MDO's scope or Owner's scope? Is there any other diversion to be taken up? 13. Is there any surface feature shifting to be considered (ex: water pipes above/below surface)	of Land and people.
85.	Bidding Document (Clause No.12.18, Page No.61 of 67) Project Agreement (Clause No.12.2) (Page No.31 of 149)	Sub Contracting (a) In case Mine Operator would like to outsource/ sub-contract the work as stipulated in Clause 12.3 of the Project Agreement then it shall submit details of experience of parties to whom it would like to sub-contract the work.....	In Project Agreement in para 12.2(a) page -31 of 149 restricted subcontracting without prior approval of owner. However in para 12.3 the experience stipulated are quite high.	Provisions of bidding documents shall prevail
86.	Project Agreement Clause No.8.2(d) (Page No.26 of 149)	For Jalipa, the Mine Operator shall ensure completion of activities related to box cut and creating a mine entry in order to enable it to deliver Lignite to BLMCL as per the prescribed Lignite Excavation Schedule provided at Schedule 10.	The quantity of box cut may be quantified in the bid document to assess the exact cost i.e. to be incorporated in calculation for the total project viability.	Bidder to make his own assessment
87.	Specific Condition No.A(XXI) of EC of Kapurdi Lignite Mine	The OB shall be completely rehandled.	The rehandling quantity may be around 319 million cum.	Provisions of bid documents and EC are clear and shall prevail.
88.	Project Agreement (Clause	Gross Calorific Value The historical GCV and quantity supplied of Kapurdi Lignite mine for last 5 years is as follows;	As the payment of Mining fee is dependent on the formula = total escalated mining fee for nth operating	Provisions of bid documents shall prevail

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	No.15.6.4(c) (Page No.44 of 149), Kapurdi Mining Plan (Part-1) Page No.4-9	FY 2014-15-2831 Kcal/kg - 6922886 tomes, FY 2015-16-2872 Kcal/kg - 6563181 tomes, FY 2016-17-2862 Kcal/kg - 6007051 tomes, FY 2017-18-2923 Kcal/kg - 6004521 tomes FY 2018-19-2940 Kcal/kg - 4570847 tonnes. Weighted Average GCV of Lignite to be delivered from Kapurdi i.e. GAVK for FY 2019-2020 will be 2881 Kcal/Kg Mining Plan: So the weighted average GCV of total geological reserve of 150.40 MT works out to 2692.3 Kcal/Kg.	year x G1/ Gavk where G1 is GCV of the month and Gavk is weighted average of GCV of the preceding five financial years. Thus there is every chance of less payment of mining fee as the GR states much lower GCV of the deposit in Kapurdi.	
89.	7.1/7.1.2/Pg.No.3 5 of Bidding document	<p>Technical Criteria:</p> <p>The Bidder should have, in the preceding 7 (seven) years reckoned from the date of opening of the Techno-commercial Bids, operated and produced:</p> <p>a) At least 30 Million BCM of aggregated volume of overburden and/ or coal/ lignite from a maximum of seven open cast mines of Coal / Lignite, in any year.</p> <p>b) At least 15 Million BCM of composite volume of overburden and coal/lignite from single open</p>	<p>We have qualified and participated in all the tenders floated earlier by NTPC viz., Pakri barwadih, Chatti bariatu, Dulanga, Talaipalli etc., with the same qualifying criteria as prescribed for this project.</p> <p>In the recent past very few tenders were floated where the scope of work includes such huge volumes of coal and over burden, as required to meet the qualifying requirements of tender.</p> <p>Therefore, it is requested to modify the clause 7.1 of Bidding document, so that</p>	Provisions of bid documents shall prevail.

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		cast mine in any year, out of which at least 1.5 million tonnes shall be coal / lignite.	the bidder has said experience in the preceding 10 (Ten) years instead of 7 (seven) years reckoned from the date of opening of the Techno-commercial Bids, are eligible to participate in this tender.	
90.	3.1.6 of ITB	"Bid Document" or "Bidding Document" or "Document" or "RFP Document" or "RFP" means documents issued by NTPC vide RFP Bid Specification No CS-9925-602- 9 for selection of Mine Developer cum Operator (MDO) for the development and operation of Jalipa and Kapurdi Lignite Block, State of Rajasthan, India, through Domestic Competitive Bidding (DCB) and shall include any modifications, amendments/corrigenda or alterations or clarification thereto.	Kindly provide the said documenta as per Clause 3.1.6 of ITB, since it is missing in the entire document. We are missing following Technical documents: i. Forest Clearance for Kapurdi and Jalipa lignite Block), ii. Geological Report of Jalipa and Kapurdi Lignite Block iii. Electrical Single line Diagram	Documents are being provided as Annexure to Clarification 01.
91.	3.3 of ITB	GOVERNING LAW & JURISDICTION OF COURTS The entire process of calling for bids and the consequent award of contract (if any}, is subject to the outcome of Appeal Civil D No. 23889 of 2013, pending before the Hon'ble Supreme Court titled as Raj West Power Limited & Barmer Lignite Mining	We are assuming that the LOA will also issued subject to Appeal Civil D No. 23889 of 2013 titled titled as Raj West Power Limited & Barmer Lignite Mining Company Limited versus Rajasthan Electricity Regulatory Commission & Others, which are pending before the Hon'ble Supreme Court. It may please be noted that we have bid for the project	It is still pending with Hon'ble Supreme court

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		<p>Company Limited versus Rajasthan Electricity Regulatory Commission & Others. The present tendering exercise is being done without prejudice to the rights and contentions of BLMCL in the above Appeal.</p>	<p>solely based on the representation and warranties provided by NTPC/BLMCL in terms of Clause 3.1 of the Project agreement which formed part of the Bidding documents.</p> <p>NTPC/BLMCL may appreciate that any adverse outcome of the Petition will have an adverse effect on MDO and on our consortium partner and subsequently on the project.</p> <p>The financial resources of the bidder, gets committed to a project which is subject to judicial outcome of the Petition.</p> <p>We request NTPC/BLMCL to provide the relevant all information and present status including copy of the petition, so that we can assess its implication on the project. NTPC/BLMCL will certainly agree by bidding documents with us that outcome of the Petition shall certainly have serious legal and financial implications on Project agreement.</p>	

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
92.	4.3.2 of ITB	BLMCL has already completed development work in both Jalipa and Kapurdi Lignite blocks and Lignite dispatch have started from Kapurdi Mine and Jalipa Mine from October, 2011 and November 2017 respectively. Further, the current status is provided in Appendix-13 of this ITB (Volume 1).	Please provide Appendix-13 & List and details of statutory clearances (received so far and applied/ obtained for and pending): only EC report uploaded and status of applied clearances & other reports are missing.	Available information are being provided as Annexure to Clarification 01
93.	5.11 of ITB	Land acquisition for both lignite blocks have been undertaken by the BLMCL. However, MDO shall assist BLMCL in evacuating fixed assets of private tenants from the lease hold area of Jalipa Block.	Please provide the Status of Land acquisition and Statutory permissions.	Available informations are being provided as Annexure to Clarification 01.
94.	4.2.1 of ITB	The Mine Operator and its representative shall for the avoidance of doubt, assume all such obligations and responsibilities, including preparation and submission of periodic reports etc., under the Mines Act 1952 and statutes made thereunder as applicable and take all such other steps as may be necessary to comply with the Applicable Laws.	As the statutory manpower is to be provided by BLMCL, who need to sign off the periodic reports, the submission of such reports by bidder is understood to be submission to the statutory official of BLMCL. Kindly clarify.	Provision of Bid documents are clear in this regard. Owner will appoint only Agent and Manager. All other statutory and non-statutory personnel will be employed by the MDO. Periodic reports are to be submitted to statutory authorities as per statutes.
95.	13.1 (n) of ITB	BUSINESS RULES AND TERMS AND CONDITIONS OF REVERSE AUCTION:	Thus, this clause should be modified as	Provisions of Bidding Documents are Clear and

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		NTPC reserves the right to cancel/reschedule/extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason	amended: If the lowest price received during Reverse Auction is unreasonable or it is unacceptable on ground of being too low compared with estimated price, NTPC/BLMCL reserves right to seek justification of the price from the L1 Bidder. If the price is not considered reasonable, NTPC/BLMCL may not accept such Proposal and go for another tender process.	shall Prevail.
96.	12.12.1(C) of ITB	A winding up/insolvency or other proceedings of a similar nature is pending against the Bidder.	Mere filing of a winding-up petition should not be a ground for disqualification, rather disqualification should be considered only when there is a winding-up order passed by the Court/NCLT and the said order is not appealed against. Please confirm.	Provisions of Bidding Documents are Clear and shall Prevail.
97.	12.12.1 (f) of ITB	Disqualification due to any other reasons as deemed fit	It is very open ended clause having a wide interpretation, leading to disqualification of bidder. Hence it should either be explained or deleted. In this regard, Please also share legal opinion to bidder so that bidder can provide supporting documents for justification.	Provisions of Bidding Documents are Clear and shall Prevail.

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
98.	4.1 of ITB	<p>Existing MDO: South West Mining Limited, Bellary is presently performing the function of Mine Developer cum Operator.</p>	<p>According to the EIL's recommendation/report with respect to previous NIT dated 12.12.2014 for selection of MDO for Jalpia and Kapurdi lignite block, Consortium of South West Mining Limited (SWML) & M/s JSW Energy Limited was considered 'commercially not acceptable by Tender committee. This disqualification was made on the strength of an opinion rendered by the Learned Attorney Solicitor General to EIL, opining that there existed the possibility of existence of a conflict of interest between the procuring entity and the bidder consortium.</p> <p>As per RTPP rules 2013, clause no 81 (d) A conflict of interest may also arise in situations where procuring entity's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from procuring entity's personnel's actions or decisions.</p> <p>As per RTPP rules 2013, clause no 3(b) they receive or have received any direct</p>	<p>Will be dealt as per RTPP Act and Rules made thereunder.</p>

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			<p>or indirect subsidy from any of them;</p> <p>As per RTPP rules 2013, clause no 3(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;</p> <p>Please also elaborate/define conflict of interest with respect of existing MDO for any future litigation.</p>	
99.	13.1(f. ii) of ITB	Bid decrement shall be in absolute value in INR 25 Crores.	<p>Kindly reduce bid decrement value .</p> <p>Thus, this clause should be modified as amended:</p> <p>The decrement value will be 0.5 % of the start bid/ceiling price with minimum of Rs.1/-, as the system does not have a provision of taking amounts less than Rs.1/- as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof. The maximum seal percentage will be fixed as 2 % of start bid price/last quoted price during reverse auction, whichever</p>	Provisions of Bidding Documents are Clear and shall Prevail.

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
			<p>is lower.</p> <p>If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too low compared with estimated price, the management reserves right to seek justification of the price from lowest bidder.</p> <p>If the price is not considered reasonable, management may not accept such bid and go for another tender process. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.</p>	
100.	6.2.6 of ITB	<p>“Authorized Representative and Signatory” means the designated person of each 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</p>	<p>If the Bidder is a Consortium, please clarify whether the bid should be submitted with DSC of the Consortium in the name of Authorized Signatory or the DSC of the Lead Member in the name of</p>	<p>Bids may be submitted with the DSC of the Lead Member. However, all the provisions of bid documents in respect of Consortium including</p>

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		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 to execute the Project Agreement and any other documents required to give effect to the outcome of the Bidding Process.	Authorized Signatory. Also requested to clarify whether the bidder should submit their bid from the account of lead member or from the account of the consortium in the portal https://eprocurentpc.nic.in/nicgep/app .	selection of lead Member need to be complied with. Bids may be submitted with the account of Lead Member. However, all the provisions of bid documents in respect of Consortium including selection of lead Member need to be complied with.
101.	Data sheet clause no 6 of ITB	Last date for receipt of Techno-Commercial bid (Envelope-I) and Price bid (Envelope-II)	<ul style="list-style-type: none"> • It is therefore requested to provide us all the data and also provide us sufficient time to study these documents so that we can arrive at competitive and fair bid price. • Last date of Submission of Techno Commercial proposal hard copies – 22nd July, 2019. It is requested to extend the Bid submission timelines by additional 1 months i.e. from 22nd July, 2019 to 21th Aug, 2019. • Please also extent Last date for receipt of pre-bid queries from 05th July 2019 to 20th July 2019. 	Bid Submission date has been extended and reflecting in e-tender website.

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102.	12.13.4 of ITB	<p>Each Bidder must keep NTPC informed at all times during the bidding process about</p> <p>any litigation involving the Bidder and/or its Subsidiary (ies) and/or Holding Company</p> <p>and/or Subsidiary (ies) of its Holding Company or members of Consortium. NTPC has</p> <p>the right to disqualify any Bidder if such litigation in NTPC's opinion may adversely affect</p> <p>the ability of the Bidder to meet its obligations towards BLMCL under the bidding process.</p>	<ol style="list-style-type: none"> 1. The details of litigation required should be confined to the litigation involving the Bidder only. A large group company can have a number of subsidiaries / fellow subsidiaries and submitting the details of litigations of each of all these subsidiary companies may not be viable / required and, therefore, this clause should be modified accordingly. 2. The expression "in the opinion of NTPC/BLMCL" is very open / wide in interpretation leading to disqualification of the bidder, hence we request you to either explain as to which litigation, in the opinion of NTPC/BLMCL, would be deemed to have adverse effect on the ability of the Bidder to meet its obligations towards NTPC/BLMCL or this clause should be deleted. 	Provisions of Bidding Documents are Clear and shall Prevail.
103.	8.1 (C) of ITB	BLMCL will arrange for power supply from the relevant Distribution Company for the construction stage. The power supply would be provided by BLMCL at a	Please clarify if power could be drawn from MRS as mentioned in the surface master plan (Drawing no.	Power supply is already provided by BLMCL

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		particular point on the periphery of the mine lease.	BLMCL/KRD/MCP/IV-A).	
104.	4.1 of ITB	<p>Term or Basic Term:</p> <p>This Agreement shall come into effect from the Commencement Date of the Contract</p> <p>and shall remain valid till the 25th anniversary of the lignite Production start date, unless terminated earlier in accordance with Clause 24 of this Agreement.</p>	<p>When economic life of the mine is 33 years (Kapurdi) & 48 Years (Jalpia), why only 25 years term contract is given to MDO.</p> <p>The term contract is 25 years from the appointed date and it shall be further extended by another 8 years subject to the performance of MDO.</p> <p>OR</p> <p>Term of the contract: Throughout the entire mine economic life i.e. 33 years</p>	Provision of Bid documents shall prevail.
105.	16.9 d) of ITB	The Owner shall bear Royalty charges or its equivalent amount, GST and/or any other taxes/duties/levies/Cess incidental to extraction and delivery of Lignite, make payments in this regard to the concerned authorities directly.	Please clarify that this clause includes other statutory payments like NMET and DMF	Payments towards NMET & DMF shall be made by BLMCL.
106.	15.4 Loading and delivery facilities	The Mine Operator shall maintain and operate the lignite Handling System during the validity period of this Agreement or its	In the LHP flow sheet not provided in the Bidding document. Kindly provide the number of working days per year	LHP flow sheest are being provided as Annexure to Clarification 01. Bidders to

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	(a) of ITB	extensions thereof.	considered along with working hours per day planned.	make assumption based on information provided.
107.	20.1 Force Majeure of ITB	<p>"Force Majeure" shall mean (with respect to either Party) any event or circumstances or combination of events or circumstances:</p> <p>a) beyond the reasonable control of the Party claiming relief under this Clause 20; and</p> <p>b) which materially and adversely affects, prevents, delays any Party in the performance of its obligations under this Agreement; and</p>	NTPC/BLMCL may consider redefining this event and quantify as to how many days would be treated as force majeure.	Provisions of Bidding Documents are Clear and shall Prevail.
108.	4.4.1 & 5.7 of ITB	<p>Selective Mining</p> <p>All mine planning shall be based on the "selective mining" technique which requires to achieve the stipulated quality parameters.</p> <p>To achieve the lignite quality requirements,</p>	<p>a. Equipment as provided in Mining Plan is mandated to be deployed. Does NTPC/BLMCL envisage any change in equipment.</p> <p>b. Kindly define selective mining.</p>	<p>Provisions of bid documents are clear in this regard and shall prevail.</p> <p>Selective mining implies carrying out mining activities in such a manner so that mixing of waste/overburden with Lignite is avoided as far as</p>

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		the Mine Operator shall deploy suitably sized mining equipment to perform “selective mining” without hampering the quantity requirements.		possible.
109.	Schedule 2 5.26 of ITB	<p>The Mine Operator shall design and provide all normal ancillary mine services. These services shall include, but not be limited to, water pumping, water diversion and control, lighting, establishment and maintenance of haul and support roads, power, traffic control, mess and medical facilities, recreation facilities, maintenance and engineering facilities, office facilities, fuel facilities, communications and any other contract support infrastructure required by law or otherwise.</p>	Please clarify if water diversion scheme and design has been carried out by NTPC/BLMCL.	Water diversion scheme and design has not been carried out by NTPC/BLMCL. The same has to be prepared and executed by the bidder as per needs of the operations.
110.	12.2 of ITB	The Mine Operator shall provide a Vocational training centre, as per Mine Vocational Training Rules, 1966, which shall meet both the:	Kindly specify the periodicity of training and number of staff to be trained by MDO.	Training of manpower shall have to be carried out as per statutes.

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111.	14.2 Annual contracted quantity of ITB	<p>For the second Operating Year and thereafter the adjustment in ACQ quantity shall apply as follows:</p> $\text{Adjusted ACQ2} = \text{ACQ1} \times (12 - m) / 12 + \text{ACQ2} \times (m) / 12$	Request NTPC/BLMCL to provide model calculation assuming m=1	Stipulations of bid documents are clear.
112.	Schedule 5 2. Facilitating works by Owner a. Installation of Weigh bridge of ITB	<p>BLMCL shall build & own the LHS, which shall be operated & maintained by the MDO</p> <p>However, Lignite sampling and weighment arrangement which shall be under the control and operation of the BLMCL</p>	Request BLMCL to specify the location of weigh bridge in the master surface layout. Also, can it be assumed that the location of weigh bridge is within 500m of the LHS.	Weigh Scales are fitted in LHS and Road weigh Bridges are shown on Plan
113.	Schedule10– Annual Contracted Quantities of ITB	<p>The lignite production rate on an annual basis from the lignite production start date shall be as : ·</p> <p>Total Extractable lignite :175 MT</p> <ul style="list-style-type: none"> · Total OB Removal in Million Cu.M.: 2190.43 Mcum · Overall Stripping Ratio : 12.52 cum/T · Life of Mine : 25 Years 	<p>As per Mining Plan:</p> <ul style="list-style-type: none"> · Total Extractable lignite : 129.79 MT(Kapurdi)+ 265.03(Jalpia) · Total Waste Excavation : 3364(Jalpia) · Overall Stripping Ratio : 12.66 cum/T (Jalpia) · Life of Mine : 48 Years(Jalpia)+ 34 Years(Kapurdi) 	<p>Bidders understanding is correct.</p> <p>Quantities mentioned in the bid documents are as per requirement of owner.</p>

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			The data of Mining Plan and RFP are contradictory. Please clarify.	
114.	General of ITB	Employee Colony of MDO	<p>Is there any land identified by BLMCL for workers colony or Is it the responsibility of MDO to choose the land ?</p> <p>If yes, kindly mention the location of such land in Master Surface Plan.</p>	MDO to maintain its own arrangements regarding accommodation facilities for its own employees.
115.	General of ITB	The Mine Operator shall give preference in employment to Project Affected People (hereinafter called the “PAPs”) at Kapurdi and Jalipa Blocks and fulfill other obligation as per Owner’s Rehabilitation & Resettlement (hereinafter called the “R&R”) policy and Rehabilitation Action Plan as may be approved by BLMCL.	<p>The Conditions of bid document are not clear on the provisions if the number of PAP's increases at the time of Project Implementation.</p> <p>Such provisions are necessary because bid document currently stipulates accordance of preference in employment to the Project Affected People which will have direct financial & operational implication on Mine Operator. The risk of such implications high since the number of PAP's may increase at the time of Project implementation. Please also provide PAP number.</p> <p>Is there any time frame for relocating the</p>	Details of PAP and PAF are provided in document named Summery of Land & people. However preference in employment to Project Affected People is to be given.

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			PAPs residing in the Area? Kindly Provide.	
116.	15.7.1 of ITB	Quantity of Overburden removal (a) The Mine Operator shall remove overburden in accordance with the Strip Ratio specified in the AAPP.	It is proposed that the excess removal shall also be dealt in the same manner as shortfall in strip ratio, to make a balance contract. In case of shortfall in strip ratio, BLMCL is recovering money from Mine Operator but the vice-versa is not true. BLMCL shall also pay money for excess removal in the same fashion as it has dealt for shortfall in strip ratio.	Provision of bid documents shall prevail.
117.	Miscellaneous of ITB		It is requested to Provide the following: <ul style="list-style-type: none"> i. Allotment Agreement ii. EIA & EMP along with all supplementary studies iii. Slope Stability Analysis Report iv. Hydrology and Hydro Geology Report v. Area Drainage Study vi. R&R Plan vii. Socio-Economic Survey viii. All annexures of Mining application Form I ix. Forest Clearance Application x. Diversion of river /Nala /waterbody, Transmission line, Railway Track, Road etc. 	Available information/documents are being provided as Annexure to Clarification 01.

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118.	Miscellaneous of ITB		Please clarify, bid purchased by one of the bidder, subsequently to get eligibility the consortium agreement was made with 2 entities. Whether the bid can be submitted through bid purchased entity.	Qualifying Requirements are clearly elaborated in the Bidding Document. Please refer the same.
119.	Miscellaneous of ITB		Please clarify the foreign company working outside India are eligible for consortium partner who is meeting clause no.7.1 What is additional documents require for Bid submission by NTPC/BLMCL.	Qualifying Requirements are clearly elaborated in the Bidding Document. Please refer the same.
120.	Miscellaneous of ITB		Whether Mobilization advance and Project Bonus could be provided by BLMCL ?	Provision of bidding documents are clear and shall prevail.
121.	6.2.5(b)	The corrigendum(a) / Amendment(s) will be posted at e-tender portal for viewing by the Bidder	In case there are amendments/corrigendum issued in the bidding documents, the revisions in Track Changes mode and a final clean copy must be shared with the prospective bidders	corrigendum(a)/ Amendment(s) will be posted at e-tender portal in PDF file.
122.	3.1.6	Bid documents interalia comprises Forest Clearance, Geological Report of Jalipa and Kapurdi Lignite Block and Electrical Single line Diagram	Please provide the Forest Clearance, Geological Report of Jalipa and Kapurdi Lignite Block, Electrical Single line Diagram	Available documents /information are being provided as Annexure to Clarification 01.
123.	3.3	The entire process of calling for bids and the consequent award of contract (if any),	Clarity is required regarding issues being contested and what will be the impact on	Case is still pending with

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		is subject to the outcome of Appeal Civil D No. 23889 of 2013, pending before the Hon'ble Supreme Court	the Bidding outcome.	Hon'ble Supreme court.
124.	4.2.1	This clause provides that Manager or Agent will be appointed by BLMCL and other Statutory manpower will be employed by the MDO. But other Statutory manpower will be appointed / authorized by the Manager to work in the mines under his administrative control and will be paid salary / wages by the MDO after due verification and certification by the Manager or Agent of BLMCL.	We apprehend that this arrangement will create conflict of interest. We submit that Administrative control of Statutory manpower should be with MDO as he would any way assume all such obligations and responsibilities under the Mines Act 1952 and statutes made thereunder as applicable and take all such other steps as may be necessary to comply with the Applicable Laws.	Provision of bid documents shall prevail.
125.	4.3.2	The current status is provided in Appendix-13 of this ITB (Volume 1)	Please provide the details as Annexure is Blank.	Being provided as Annexure to Clarification 01.
126.	5.3.1	The Mine Operator is expected to deploy new equipment at the Site except for the first three Operating Years of mining operations, wherein it can employ used equipment and / or equipment of smaller sizes also.	Please clarify whether size of equipment should comply with Mining Plan even during initial 3 years of operation.	Provision of bid documents are clear and shall prevail.
127.	5.4 & 5.5.1	For the purpose of bidding, Bidder is required to follow the Approved Mining Plan. Year wise Lignite production	Peak Lignite production of Jalipa Block as per approved Mine Plan is 6 Mtpa but Schedule as per Clause 5.5.1 provides peak production of 4.25 Mtpa.	Bidder to follow the Excavation Plan as indicated in Bidding Documents.

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128.	5.6	Geological Report	Geological Report along with relevant Plans and Section and litho – logs to be provided	Geological Reports of both the blocks has already been provided.
129.	5.7	To increase confidence in mine planning, the Mine Operator shall implement a program of in-fill drilling within the area covered by the Rolling Annual Plan.	What should be the interval of In-fill drilling?	Interval of infill drilling shall be as per requirement.
130.	5.8	Environmental	Approved EIA – EMP to be provided. Apart from EC, other allied permissions / approvals to be provided	EC has already been provided.
131.	5.10	BLMCL shall construct Lignite handling system. This Lignite handling system shall be operated and maintained by the MDO.	We suggest that if new construction of handling system is required, same should be in the scope of MDO. In case existing Lignite handling system is to be used, please provide the detail specification to work out the operation & maintenance cost. Whether O&M includes power cost or same will be borne by BLMCL.	Provision of bid document shall prevail.
132.	5.11	Land acquisition for both lignite blocks have been undertaken by the BLMCL. However, MDO shall assist BLMCL in evacuating fixed assets of private tenants from the lease hold area of Jalipa Block.	Details such as kind of fixed infrastructure to be removed, number of tenants etc may please be shared with MDO. Please clarify apart from the scope mentioned in this clause, MDO will not have any role in facilitation of land acquisition and R&R.	Details and status of land and R&R is being provided as Annexure to this clarification. MDO to provide accommodation to its employees at its own cost.

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			Details of land acquired and physical possession taken may please be shared with MDO. Whether Land required for MDO colony, workshop, office etc will be provided by Owner and location of the same.	Provision of bid documents shall prevail.
133.	6.2.7.(a).(iv)	The number of reference mines quoted	Please include Coal mine also as it specify only Lignite mines.	Provisions of Bidding Documents are Clear and shall Prevail.
134.	6.3(a)	No later than [30] days following the Commencement Date, the Selected Bidder shall procure from each of the other executants of Joint Operating Agreement (JOA) other than itself and deliver to the Owner an irrevocable and unconditional bank guarantee for an amount equivalent to 1% of the estimated annual contract value under the terms of the contract from an Acceptable Bank in the format enclosed at Volume I of the RFP Document ("Performance Guarantee") towards security for the fulfilment of obligations under the Joint Operating Agreement by each of the executants.	This requirement of 1% Bank Guarantee should be removed	Provisions of Bidding Documents are Clear and shall Prevail.
135.	Appendix 7B- Exhibit 9X 7B-EXHIBIT 9:NDIX 7B-EXHIBIT 9:	The Operating Partners hereby irrevocably and unconditionally agree and undertake to be jointly and severally be	We request for relaxation of stringent clauses which impose a 'joint and several' responsibility on the operating	Provisions of Bidding Documents are Clear and shall Prevail.

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		<p>bound and liable for any and all acts and omissions of the Bidder</p> <p>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 Project Agreement read with this JOA</p> <p>The Operating Partners hereby irrevocably and unconditionally undertake, agree and acknowledge that their respective obligations hereunder are irrevocable, absolute and unconditional.</p>	partners	
136.	7.3.1	Bidder fulfils all the requirements at clause 7.1 & 7.2 on its own.	We submit that qualification of Bidders who have participated in earlier Bids as a Consortium and currently operating the Project either as Consortium or through a separate SPV should also be considered for meeting the requirement of Clause 7.1 & 7.2. The Bidder should get the proportional share of the experience in the JV	Provision of bid documents shall prevail.
137.			In case the principal MDO as well as sub-contractor are claiming experience from the same mine, the credit for same	Bidders to meet the Qualifying Requirement as

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			should be given only to the Principal MDO	stipulated in the Bidding Documents.
138.	12.4.iv & v	Return of Bid security	Since outcome of Bid depends on the Court case pending in Supreme Court, we submit that a timelines should be provided for return of Bid security.	Provisions of Bidding Documents are Clear and shall Prevail.
139.	Appendix 12 – Exhibit 1:	Declaration of Import along with CIF value	Instead of exact value, approximate value of imported equipment which can be imported using Project Import benefit can be provided.	As brought out at Appendix-12-Exhibit No.1, certificate/recommendatory letter by BLMCL, if any, shall be issued based on the CIF value declared by the bidder and no change in the CIF value shall be permitted.
140.	7.1.1.(a)	Change of Law	At present HSD is available under CST at concessional rate to MDO, in case same is brought under GST at higher rate and no credit is allowed, whether such change would be termed as Change in Law or not.	Provisions of change in Law in the Bidding Document are clear and shall prevail.
141.	16.1	Mining Fee	We submit that Mining Fee should be adjusted for Strip Ratio changes on yearly basis as per the practice followed in almost all the MDO tender.	Provision of bid document shall prevail.
142.		In case lignite production does not start within 180 days from Commencement date, due to the reasons attributable to the Mine	This provision should be relaxed and capping should be there for maximum amount that can be charged under this	Provision of bid document shall prevail.

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
		Operator, Mine Operator shall be liable to pay liquidated damages for the delay of each month or part thereof, at the rate of 0.5% of the estimated annual total Mining Fee applicable to first Operating Year, considering Mining fee for both Jalipa & Kapurdi Mines escalated in line with Schedule-11 of this Agreement and quantities for both Jalipa & Kapurdi Mines as per Schedule -10 of this Agreement.	clause	
143.	27A.2	<p>Failure to supply lignite</p> <p>Further, if the Mine Operator fails to supply lignite from BLMCL to the linked power station (after scheduled lignite production start date) owner is at liberty to get the Indian Coal/lignite from any other source(s) and the additional cost if any incurred by owner over and above the Mining Fee shall be to the account of the Mine Operator</p>	<p>What is the computation methodology of the additional cost</p> <p>This provision should be relaxed and capping should be there for maximum amount that can be charged under this clause</p>	Additional cost is the difference between the cost of lignite from other sources and cost of lignite produced from Jalipa / Kapurdi mine.
144.	28.16	Asset handing over on completion of Contract On Completion of Contract, the Fixed Infrastructure facilities developed by Mine Operator shall be handed over in operational condition to the Owner by the Mine Operator. The Owner reserves the right to assess the condition as to operability of the Fixed Infrastructure at its own accord or may get assessed by independent agency as per prevailing norms of Government of India/ Government of Rajasthan	The value should be arrived at on the basis of mutual consent between Owner and MDO	Provision of bid document shall prevail.

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
145.	8.1.c		<p>1. Please elaborate the scope of work where power would be required in operation stage</p> <p>2. Location on the periphery of the mine to be indicated where power supply would be provided by BLMCL</p>	<p>1. Please refer Clause 10 of Project Agreement.</p> <p>2. Please refer combined surface plan. Shown in Working plan also</p>
146.	8.1.e		Any provision for magazine has been made? If yes; details to be shared.	No provision of magazine has been made by Owner at present
147.	8.2.c		<p>Clarification sought:</p> <p>1. Provide details of the approvals required to obtain for operating the mine</p> <p>2. It is stated that the documented cost would be paid by the Owner but it is stated in this clause that BLMCL shall reasonably cooperate with the Mine Operator at the request and expense of the Mine Operator to obtain approval of the Mine Operator's mine plan by the relevant Authority</p>	<p>1. Statuses of clearances are being provided as Annexure to Clarification 01.</p> <p>2. Provisions of bid documents are clear and shall prevail.</p>
148.	10.1.c		Details of land under possession for mining including dumps and for setting up of infrastructure may please be shared. Also, cadastral plan showing the	Details and status of land and R&R is being provided as Annexure to this clarification.

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
			proposed mining area, location of proposed dumps and infrastructure vis – a – vis land under possession to be shared.	
149.	10.1.d		Details sought: <ol style="list-style-type: none"> 1. Lignite handling system 2. Manpower requirement for its operation 3. OPEX 	Technical specifications and flow diagram of Lignite Handling System has already been shared. Bidders to make their own estimate regarding manpower requirement and OPEX.
150.	5.2 (d)		PAF and PAP details to be shared	Being provided as Annexure to Clarification 01.
151.	10		Details of the following to be shared: <ol style="list-style-type: none"> 1. Lignite receiving hoppers, crushers, screens, intermediate storage bunkers (if provided) and short belt conveyors 2. Belt conveyors installed for transportation of crushed lignite from crushing plant in mines to RWPL's power plant (Delivery Point) 3. Dust suppression and firefighting 	Technical specifications and flow diagram of Lignite Handling system is being provided as Annexure to Clarification 01.

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
			systems installed over belt conveyors of LHS	
152.	11		Plan showing area marked for infrastructure and specification to be shared.	Please refer to the surface plan already shared. Bidder to make specifications of Mine Infrastructure to be created as per Industry Practice.
153.	3		Details of RO plant viz. location, distance from the mine, quantity of water to be pumped etc. to be shared	Please refer to the surface plan already shared. Also refer clause (3) of Schedule 5 of Project Agreement.
154.	7.2 (a), page 35 of 67 Bidding Document Financial Criteria	Net Worth of the Bidder as on the last day of the preceding Financial Year, shall not be less than Indian Rupee (INR) 150 Crore (INR One Hundred Fifty Crore only) or in equivalent foreign currency, and it should also be ensured that the Net Worth shall be equal to or more than 100% of its paid up share capital	The preceding financial year is 2018-19. The net worth should be INR 150 Cr as on 31.3.2019. Since the bidders audited balance sheets are not ready it is not possible to provide the net worth figure as on 31.3.2019. We therefore request you to consider 31.3.2018 for meeting the net worth requirement.	Provisions of Bid documents shall prevail*
155.	3.3, page 16 of 67 Instruction to	The entire process of calling for bids and the consequent award of contract (if any}, is subject to the outcome of Appeal Civil D	Please share the present status of the court case. What compensation shall be paid to MO in case Owner terminates the contract during the execution of the	It is still pending with Hon'ble Supreme court.*

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Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	Bidders Governing law & jurisdiction of courts	<p>No. 23889 of 2013, pending before the Hon'ble</p> <p>Supreme Court titled as Raj WestPower Limited & Barmer Lignite Mining Company Limited</p> <p>versus Rajasthan Electricity Regulatory Commission & Others. The present tendering</p> <p>exercise is being done without prejudice to the rights and contentions of BLMCL in the above Appeal.</p> <p>Notwithstanding the earlier litigation between JSWEL/BLMCL on the one side and the three Discoms of Rajasthan on the other side, the present bidding is being done in pursuance of the joint application filed by both the contesting parties before the Rajasthan Electricity Regulatory Commission</p>	contract for reasons not attributable to MO.	
156.	14.1, page 118 of 143 Schedules 2 Description of The explosive storage facility to be created by the Mine Operator shall take into account all the conditions specified in the license for such	Since blasting is not required on day to day basis is it possible to get the blasting conducted by Form 22 Parties having license in LE- 3 (possess and use license). MO may be given the option to	MDO has to decide.*

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	Mining Services Permits	facility.....	set up portable magazines within the mining lease area duly complying with statute (DGMS & PESO)	
157.	5.11 (a), Page 97 of 143 Schedules 2 Description of Mining Services Utilities	BLMCL will arrange for electric power at 33KV from the relevant Rajasthan Discoms for the mining operation. The power would be provided by BLMCL at some point on the periphery of the mine lease area. Cost of power will be chargeable at prevailing commercial rate. The MDO would be responsible for developing further power distribution in line with relevant sections of Indian Electricity Act.	Please indicate the prevailing commercial rate of power per Kilo watt	Bidder to make his own assessment. Presently applicable power tariff is under NDS HT -2 category
158.	5.11 (b) Page 97 of 143 Schedules 2 Description of Mining Services Utilities	BLMCL will arrange industrial water for the mining operations. The water would be provided by BLMCL at one point on the periphery of the lease area. Cost of water will be chargeable at prevailing commercial rate. The MDO would be responsible for taking the water from such location to the Site and also paying for the water consumed in its operations	Please indicate the prevailing commercial rate of water per KL	Commercial rate of water per KL is not available.

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
159.	4.1 Page 90 of 143 Schedules 2 Description of Mining Services Utilities Staffing	<p>The Agent and Manager will be appointed by the Owner/BLMCL. All other statutory and non-statutory personnel having requisite qualification and experience, comprising mining engineers, mine planners, geologists,</p> <p>environmental specialists, surveyors and other engineers will be employed by the MDO in adequate numbers with due approval of the Manager or Agent of BLMCL. The statutory manpower will be appointed / authorized by the Manager to work in the mines under his administrative control and will be paid salary / wages by the MDO after due verification and certification by the Manager or Agent of BLMCL</p>	As per statutory requirements all statutory manpower shall be appointed by the Owner of the mine. We request you to consider appointment of all the statutory manpower by you at your cost.	Provisions of bid documents shall prevail
160.	nil	Statutory permissions / clearances of Jalipa and Kapurdi lignite mines	Please share the documents and the status of all statutory clearances / approvals in respect of Jalipa and Kapurdi lignite mines	List of statutory approvals and clearances is being provided as annexure to this clarification no 1
161.	10, Page 115 of 143	The Delivery Point, as mentioned anywhere in the document shall be the receiving chute at transfer tower (refer to the Lignite Handling System at power plant	In case of delivery of lignite to power plant is by road then does the delivery point remains the same.	Bidders understanding is correct

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	Schedules 2 Description of Mining Services Utilities Delivery point	of RWPL). Both the mines will ultimately be operated with respective Lignite Handling System (LHS) for supply of lignite to the power plant.		
162.	9.3.2 Lignite handling, crushing, Stockpiling and Reclaiming	Lignite crushing and handling plant will be established by BLMCL and the successful Bidder has to operate and maintain it. NTPC shall evaluate the proposed equipment and program for the crushing and handling of lignite to meet production and delivery requirements.	Please provide the specifications of the Lignite Handling Plant, hopper capacity, connected load etc. and power consumption per ton of lignite. Please provide flow sheet of LHP. What is the road distance and conveyor length from LHP to power plant for both the mines? Please indicate the time by which the crushing and handling plant (LHP) will be established. What is the tentative operation and maintenance cost per ton of lignite? Please provide surface master plan showing the location of LHP for both the mines also indicate road distance from the LHP to Power plant and Lignite face to LHP.	Technical specifications and Flow diagram of LHS is being provided as annexure to this clarification no 1. Road distance from Kapurdi is 5.00 Km and from Jalipa is 2.5 Km.

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
163.	16, Page 120 of 143 Description of Mining Services Permanent Power Plant StockThe Permanent Power Plant Stock shall be 0.17 million tonnes of Lignite having weighted Average GCV of 2827 Kcal./Kg, provided that if the weighted average GCV of the Lignite at Power Plant is not equal to 2827 Kcal./Kg then the "Permanent Power Plant Stock" shall be arrived at by using the formula mentioned below: Permanent Power Plant Stock: = (2827 X 0.17)/ (Weighted Average GCV of the Lignite stock at Power Plant).....	We request you to clarify as to how the weighted average GCV of lignite stock at the permanent power plant stock is calculated? Example: If the weighted average GCV of lignite at the permanent power plant stock = 2750 Kcal/kg Permanent Power Plant Stock = (2827 x 0.17)/2750 = 0.17476 Million Tonnes. This means that lower the weighted average GCV of Permanent Power Plant Stock higher the stocks of lignite and vice-versa. Is our understanding correct?	Bidder's understanding is correct
164.	Schedule-2(IA) Page 89 of 143 Description of Mining Services Land acquisition	All the land acquisition activities for Kapurdi and Jalipa blocks will be carried out by the owner and provided to MDO in phased manner. The MDO will be required to assist owner in evacuating fixed asset of private tenants from the lease hold area of Jalipa block	Please provide the details of Fixed Asset of private land owners at Jalipa Lignite block. Please elaborate on the extent of assistance MO has to provide to private land owners at Jalipa Lignite block.	Provided in Summary of Land and People as annexure to Clarification no 01.
165.	18.1 (a) (i) & (ii), page 52 of 149	(i) Mine Operator's Plant and Equipment, Fixed Infrastructure Facilities and Owner's Facilities handed over to Mine Operator for	Please provide details of LHP including the capital expenditure to get the insurance cost. What is the tentative	The technical specifications of LHP are being provided as

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	Project Agreement Insurance by Mine Operator	operation and maintenance; (ii) Stock of mined lignite at the Site and delivery points wherever applicable excluding in-situ lignite	quantity of lignite to be stocked at site. Please indicate the selling price of lignite having GCV of 2827 kcal/kg for the purpose of insurance	annexure to this clarification no 1. Bidder has to make his own assessment for insurance amount
166.	Schedule 11, 1.3, page 137 of 143 Escalation formula	The escalation on Base Mining Fee shall be determined as follows: MF esc = (MF) x (0.10 x E1 + 0.25 x E2 + 0.25 x E3 + 0.10 x E4 + 0.10 x E5 + 0.20 x E6) Where, MF= Mining Fee per Tonne of Lignite MFesc = Escalation on Mining Fee per Tonne of lignite to be calculated as detailed above	Formula for Escalation of Mining Fee per Tonne of lignite should have fixed component (E4) as 0.10 MF esc = (MF) x (0.10 x E1 + 0.25 x E2 + 0.25 x E3 + 0.10 x E4 + 0.10 x E5 + 0.20 x E6)	The provisions of bid documents shall prevail
167.	nil	Adjustment of base mining fee for change in Strip ratio	No formula is provided for change in strip ratio. Please consider suitable strip ratio formula for change in strip ratio as under MF esc = (MF) + {(0.10 + 0.90 x (SRn – SRo)/SRo }	Provisions of bid documents shall prevail
168.	5.20, page 100 ofThe minimum	What is the minimum and maximum	Bidders to make their own

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	143 Schedule 2 Quality Assurance Requirements	acceptable level of GCV of lignite mined shall be 2000 Kcal/Kg. Lignite having GCV lower than 2000 Kcal/kg shall be rejected.....	GCV of lignite that is established? What is the overall GCV of lignite considering the extraction of lignite from different seams.	assessments with the information provided in the bidding documents.
169.	3.1.32, page 14 of 67 Instructions to Bidders Lignite production start date	shall mean the day on which first consignment of lignite is delivered at Delivery point.	There is no mention about the size of the consignment of lignite for declaration of "Lignite Production Start Date". Even if one truck load of lignite is delivered at the delivery point as first consignment then will this date be considered as of "Lignite Production Start Date"	Provisions of bid documents are clear in this regard and shall prevail
170.	14.4 (b), page 38 of 149 Project Agreement Monthly Quantity Variations by Owner	such increase or decrease in the Monthly Scheduled Quantity by the Owner shall not exceed 10% of the Monthly Scheduled Quantity for that month;	There is no mention of compensation to the mine operator in the event of short offtake of lignite by owner below 90% of monthly target. Clause no: 15 1 (b) may kindly be considered for compensation to min operator in the event of short offtake.	Provisions of bid documents shall prevail
171.		The Mining Fee quoted by the Bidder shall be applicable for the first Operating Year in which the lignite supply commences and thereafter it will be escalated every financial year based on the following	The escalation on mining fee to be paid from zero date i.e. end date of bid submission. There is a time gap of at least 240 days from bid submission end date to lignite production start date. Any	Provisions of bidding document are clear and shall prevail

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	Schedule 11 of Agreement Escalation on mining fee	formula as notified by CERC and is subject to change as per the guidelines of CERC from time to time	escalation on account of any the components are to be protected. We request you to consider escalation on mining fee with effect from bid submission end date instead of making it applicable for the first Operating Year.	
172.	Components of escalation	Fixed (E4) = 0.10 Mean Escalation of WPI Series for "Medium & Heavy Commercial Vehicle Tyre" (E1) = 0.10 Mean Escalation of WPI Series for "Manufacture of machinery for mining, quarrying and construction" (E2) = 0.25 Mean Escalation of WPI Series for "HSD" (E3) = 0.25 Mean Escalation of WPI Series for "All Commodities" (E5) = 0.10 Mean Escalation of CPI-IW Series (E6) = 0.20	HSD accounts for more than 45% of the total mining cost in regular mining contracts. We request you to consider the following changes in the components of escalation E2 = 0.15 HDS (E3) = 0.40 CPI (E6) = 0.15	Provisions of bidding document are clear and shall prevail
173.	nil	Establishment of Lignite Handling Plants at both Jalipa and Kapurdi lignite mines	If the LHPs are not established by the scheduled date of lignite production, MO will be required to transport lignite from	Provision of bid documents shall prevail.

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
			<p>the mine to power plant by road.</p> <p>MO will not be able to delivery lignite of (-) 100 mm size to power plant.</p> <p>We request to consider additional payment for transportation of lignite from mines to power plant and also acceptance of (+) 100 mm size lignite (ROM)</p>	
174.	<p>Clause 5.3.3 of NIT -Route 3 (Consortium) read with Clause 7.3.3 (i), (ii) & (iii) of Qualification requirement- Page 37.</p>	<p>Bidder may be a Consortium of up to three corporate entities and should collectively meet the requirement of technical criteria mentioned at clause 5.1 above.</p> <p>For Bidders who are qualified as per clause 5.1.2, requirement of clause 5.1.2 (b) should be met by at least one of the consortium partners</p> <p>ii. All the Consortium members shall select one of the members as the “leader” who should meet on its own financial criteria mentioned at clause 5.2 above.</p> <p>iii. Each member of the consortium should meet either</p>	<p>Please clarify whether one-member meeting only entire Technical criteria under clause 5.1.2 and other member meeting only entire financial criteria under clause 5.2 shall also require to meet the requirement of 5.3.3(iii).</p> <p>Whether consortium of above two members is eligible for participating in tender.</p>	<p>Qualifying Requirements are clearly elaborated in the Bidding Documents. Please refer the same.</p>

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
		<p>a. Technical criteria at clause 5.1.1</p> <p>or</p> <p>b. At least 20% of the technical criteria at clause 5.1.2 (a) i.e 6 Million BCM5.1.2(a) collectively by all consortium members shall not exceed seven.</p> <p>or</p> <p>c. At least 20% of the absolute value(s) of the Financial Criteria mentioned at clause 5.2 above</p>		
175.	Clause 5.10 of ITB -page -23- Lignite Evacuation	<p>BLMCL shall construct Lignite handling system and shall be used for evacuation of Lignite from both Jalipa and Kapurdi Lignite Blocks. This Lignite handling system shall be operated and maintained by the MDO except for Lignite sampling and weighment arrangement which shall be under the control and operation of the BLMCL.</p> <p>In case the Lignite handling system is not ready, the mine operator shall deliver</p>	<ol style="list-style-type: none"> 1. Please clarify if there are two LHS for two different mines or a single system connecting the two mines. 2. Please also clarify as to how despatch from two separate LHSs to power plant shall be made. 3. Whether it shall be despatched through single conveyor belt or separately by two conveyor belts to power plant. 	Refer LHS specifications and Flow diagram of LHS provided with Clarification 01.

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
		lignite at delivery point by trucks.	<p>4. Please provide with drawing to assess the same.</p> <p>5. Please provide current status of existing Lignite Handling system, if any, and also specify the size and other specification of proposed Lignite Handling system along with drawing and distance from mine where it is proposed to be constructed.</p> <p>6. Please also provide DPR for LGS and conveyor belt in order to assess the Operation & Maintenance cost.</p>	
176.	Clause 5.6 of ITB-Page 23- Lignite Quality	The Lignite extraction should be planned so as to meet quantity and quality obligations as specified in the Project Agreement. The lignite quality information is provided in the geological report	Please arrange to provide Geological report of Kapurdih and Jalipa Lignite Block	Geological reports of Kapurdi and Jalipa Lignite Block have been provided.
177.	Clause 5.11 of ITB – Page 23- Land acquisition:	Land acquisition for both lignite blocks have been undertaken by the BLMCL. However, MDO shall assist BLMCL in evacuating fixed assets of private tenants	<p>Please provide Mine-wise details in respect of</p> <p>a) Total land requires to be acquired</p> <p>b) Land already acquired</p>	<p>Land and R&R details are provided along with Clarification 01.</p> <p>Details provided in Summary of Land and</p>

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
		from the lease hold area of Jalipa Block.	<p>c) Status of physical possession of the acquired land</p> <p>d) balance Land needs to acquired</p> <p>e) Whether, the owner has the physical possession of land required for next five years of mining and OB dumping in Jalipa Block.</p>	<p>People.</p> <p>In Kapurdi Land is available and in Jalipa Land acquired but MDO has to assist in evacuation.</p>
178.	Information to Bidder and Clause 3.3 of ITB-Page 16	BARMER LIGNITE MINING COMPANY LIMITED [A Joint Venture between Rajasthan State Mines & Minerals Ltd.(RSMML) and JSW Energy (Barmer) Limited (JSWEL)]	Please clarify whether BLMCL is joint venture of RSMML & JSWEL or RSMML & Raj West Power Limited (RWPL). If so kindly explicitly explains the owner of Raj West Power Limited by sharing the list of Major Shareholders.	BLMCL is a joint venture of RSMML & JSWBEL.
179.	Clause 3.3 of ITB page 16	<p>3.3 GOVERNING LAW & JURISDICTION OF COURTS</p> <p>The entire process of calling for bids and the consequent award of contract (if any), is subject to the outcome of Appeal Civil D No. 23889 of 2013, pending before the Hon'ble Supreme Court titled as Raj West Power Limited & Barmer Lignite Mining Company Limited versus Rajasthan</p>	<p>Please give us the details of formation of Raj West Power Limited and subsequent formation of Joint Venture company (BLMCL)</p> <p>Please also give</p> <ol style="list-style-type: none"> 1) detail status of the case pending in Supreme Court 2) Status of Existing MDO working in Mine. 	<ol style="list-style-type: none"> 1. JSW Energy (Barmer) Ltd was initially known as RajWest Power Ltd. 2. Case is still pending with Hon'ble Supreme Court. 3. Existing MDO is working in mine since inception to till date. 4. Companies works as per decision of its Board.

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
		<p>Electricity Regulatory Commission & Others. The present tendering exercise is being done without prejudice to the rights and contentions of BLMCL in the above Appeal.</p> <p>Notwithstanding the earlier litigation between JSWEL/BLMCL on the one side and the three Discoms of Rajasthan on the other side, the present bidding is being done in pursuance of the joint application filed by both the contesting parties before the Rajasthan Electricity Regulatory Commission</p>	3) Whether both the parties in JV (BLMCL) have expressly given their consent for appointment of MDO.	
180.	Clause 12.5 of NIT- Page 56- CONTRACT PERFORMANCE GUARANTEE	The Contract Performance Guarantee shall be for an amount equivalent to 10% of the estimated annual contract value under the terms of the contract. The estimated annual contract value shall be: Mining Fee (Rate per Tonne of Lignite) quoted by the Mine Operator for Jalipa Mine multiplied by 4.25 Million tonnes plus Mining fee quoted by the Mine Operator for Kapurdi Mine multiplied by 2.75 million tonnes	10% of estimated annual contract value is on very higher side it may be reduced to 5% which has been a practice for all MDO tenders.	Provisions of Bidding Documents are Clear and shall Prevail.

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
181.	Clause 13.1 of NIT- Page 63	<p>Reverse Auction</p> <p>B. Only those bidders who have submitted the "Price Bid along with BOQ Excel Sheet" within the scheduled time and who are considered technically and commercially responsive, shall be eligible to participate in RA process.</p> <p>Further, following Reverse Auction methodology shall be adopted while carrying out the Reverse Auction process based on the number of eligible bidders:</p> <ul style="list-style-type: none"> - No. of Eligible Bidders : 4 or more Bidders Reverse Auction process shall be carried out after removing the one (1) Highest Bidder (i.e.H1 Bidder) based on evaluated Price - No of Eligible Bidder are Less than 4 Bidders Reverse Auction process shall be carried out among eligible Bidders based on evaluated price 	<p>BLMCL may remove the H1 clause or the following</p> <p>"If no. of eligible bidders are less than 8 RA shall be carried out among eligible bidder based on evaluated price."</p>	Provisions of Bidding Documents are Clear and shall Prevail.
182.	Clause 15.1 (a)	(b) In the event of failure on the part of the	Although 2 nd para of clause 15.1 (c)	Provision of bid documents

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	(b) (c) of Project agreement	<p>Mine Operator to make available for delivery of Monthly Required Quantity the defaulting Party shall compensate the other Party for Shortfall in accordance with the formula set forth in the table below (For Shortfall refer Clause 15.3):</p> <p>(c) Subject to provision at Clauses 14.6 and 14.7, the compensation for Shortfall shall be determined on a monthly basis as per formula referred at Clause 15.1 (b) (ii) above. However the amount recoverable from the Mine Operator shall be effected based on such monthly compensation by way of credit notes / supplementary bills as per Clause 16.4.</p> <p>It is clarified that the amounts payable pursuant to Clause 15.1 are in the nature of liquidated damages and represent a genuine and reasonable pre-estimate of losses the non-defaulting Party may incur for the default by the other Party</p>	<p>speaks about payment of compensation by non-defaulting party but It is not expressly mentioned in these clauses whether BLMEL shall also compensate in the same manner the mine operator in case it (BLMEL) fails to take the delivery of lignite/ short off take.</p> <p>Please clarify whether compensation shall also be payable by BLMEL in case it being the defaulting party.</p>	are clear and shall prevail.
183.	Clause 15.5.1(b) of Project agreement –	b) BLMCL shall maintain the Weighbridges/weigh scales in accordance with the Weights and Measures Standards.	Joint Inspection and testing of weighbridge on quarterly basis may be made compulsory instead of only on	Provision of bid documents shall prevail.

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	weighment of lignite	The Weighbridges/weigh scales shall be inspected, tested, certified and stamped by the statutory authority, in accordance with Applicable Laws, at BLMCL's expense. A copy of the Inspector's report verifying such inspection, testing and certification shall be furnished by BLMCL to the MDO within 7 (seven) days on demand by the MDO. BLMCL shall, at any reasonable time and upon written demand of the MDO but not more than twice every year, allow access to the Weighbridges/weigh scales for the purpose of inspection and testing of the Weighbridges by the representatives of the MDO , which shall be carried out at the MDO's own cost and expenses.	demand by MDO.	
184.	Clause 15.6.4 of Project Agreement – Gross Caloric Value	a) Weighted Average GCV of the lignite delivered during the month from the individual mine shall be equal to yearly weighted average GCV of preceding five financial years from the same mine (here and after called GAVK for Kapurdi & GAVJ for Jalipa). This weighted average GCV shall be calculated on yearly rolling basis,	Instead of calculating weighted average GCV on yearly rolling basis for last five years and making deduction comparing actual weighted average GCV of lignite supplied during the billing month with five years weighted average GCV of previous five years , BLMCL may jointly hold quarterly sampling and analysis of lignite	Provision of bid documents shall prevail.

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
		<p>calculated on actual GCV of Lignite supplies in preceding five years.</p> <p>b) In the event Mine Operator delivers lignite having different GCV than as specified above during any particular month the mining fee for that month shall be adjusted in accordance with following formula.</p>	<p>to be mined from these blocks through seam sampling and may set the GCV of lignite to be supplied during the quarter. Any accredited company may be entrusted the job of declaration of Grade/GCV of Lignite.</p>	
185.	15.7 of Project agreement	<p>15.7 Strip Ratio (OB- Lignite Ratio)</p> <p>15.7.1 Quantity of Overburden removal</p> <p>(a) The Mine Operator shall remove overburden in accordance with the Strip Ratio specified in the AAPP.</p>	<p>There should be provision of compensation in case Mine operator has to remove more OB than the strip ratio specified in AAPP.</p> <p>As the strip ratios of both the mines are quite high, it is requested to incorporate the Strip Ratio Variation in the project agreement so as to safeguard the mine operator for future uncertainty which eventually result better and more competitive quotes from the potential bidders.</p>	Provision of bid documents are clear and shall prevail.
186.	16.5 of Project	16.5 Modalities of Billing, Payment &	In view of working capital crunch that Mine operation may face due to such	Provisions of bidding document are clear and

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	Agreement	<p>Adjustments</p> <p>BLMCL shall make payments of the undisputed portions due under the Monthly Bills and / or the Supplementary Bills after 30 (Thirty) days but within 45 (Forty-Five) days of the receipt of the Monthly Bill and/or Supplementary Bill.</p>	<p>inordinate delay in making monthly payment, the first para of 16.5 may be substituted as under</p> <p>“BLMCL shall make payments of the undisputed portions due under the Monthly Bills and / or the Supplementary Bills after 5 days but within 15 days of the receipt of the Monthly Bill and/or Supplementary Bill.”</p>	shall prevail
187.	Clause 24.1 Suspension of Mining Services	<p>a) The Owner may by notice to the Mine Operator at any time during the Term, including for convenience or for Mine Operator's defaults, suspend all or any part of the Mining Services, stating the estimated length of and reason for the suspension. The Mine Operator shall on receipt of a notice of suspension take all reasonable steps to reduce any cost consequent upon the suspension. If requested by the Owner's Representative to do so, the Mine Operator shall promptly re-direct its workers/labour force and/or the Mine Operator's Plant and Equipment and the Owner's Facilities to work on a portion</p>	<p>This provision gives right to the owner to suspend for 90 days at a stretch either for its convenience or for Mine operators default. It also gives right to owner to ask the Mine Operator to reduce work force / mine operators plant immediately and Mine operator has to recommence the work by re-mobilizing the man machinery within 15 days from the date of receiving notice from Owner.</p> <p>There shall be provision for compensation in case work is suspended for the fault of the owner or for its</p>	Provisions of bidding document shall prevail

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
		<p>of the Site unaffected by the reason for the suspension.</p> <p>b) A suspension under this Clause 24.1 shall not terminate this Agreement. However if the suspension on any one occasion is for a continuous period of more than 90 days for any reason other than the fault, act or omission attributable to the Mine Operator or an Event of Default of the Mine Operator, the Mine Operator may by written notice to the Owner request for cessation of the suspension and direction in writing to recommence providing the Mining Services. Within 30 days of receipt of notice, if the Owner does not direct for recommencement, the Mine Operator may terminate this Agreement pursuant to Clause 24.2.</p> <p>c) The Owner's Representative shall, as soon as reasonable after the reason for any the suspension under this Clause 24.1 no longer exists, direct the Mine Operator in writing to recommence providing the Mining Services and the Mine Operator shall comply with the direction promptly,</p>	<p>convenience as Mine operator has to incur fixed cost during the suspension period and it may not possible to divert the manpower and machinery for such a given period and recommence within 15 days of the notice from Owner.</p>	

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
		and in no event later than 15 days of receipt of notice from the Owner requiring such recommencement. Within 15 days of receipt of notice, if the Mine Operator does not recommencement providing the Mining Services, the Owner may terminate this Agreement pursuant to Clause 24.3.		
188.	Geological Report	Geological Report	Please Provide the Geological Report along with all the annexures and Plats of Jalipa and Kapurdi Lignite block for our assessment.	Geological Report has been provided.
189.	ITB Volume - 1, clause on. 5.3.1	5.3.1 Mining Equipment The Mine Operator shall comply to minimum size of equipment as specified in Schedule 6.	No any specification/size of mining equipment is mentioned in the schedule 6 of ITB. Kindly specify, maximum size of the equipment(capacity) to be deployed in kapurdi and Jalipa mine respectively as minimum size has been mentioned that is 3 cum of shovel and 35 tonne of dumpers.	Refer Schedule – 2 clause 3 of Project Agreement. Provision of bid documents are clear and shall prevail.
190.	Mining Plan	Clarification to be required	Deviation of Jalipa Mine plan text and Plate of OB dump management.	Less mining is done due to less requirement of end use power plant hence

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
			<p>1. As per the text of mine plan, In the first year OB is to be dumped in dump no -1 only but as per the mine plan plates dumping is indicated in Dump – 2 as-well.</p> <p>2. Year wise quantity miss match with the text and plates.</p> <p>Kindly clarify whether the MDO follow the mine plan text or plats?</p>	quantities are mismatching.
191.	ITB of appendix – 13	Current status of both the project.	Pleas provide the Current status of the project.	Status of clearances are being provided as Annexure to Clarification 01
		Status of NH-15	The NH -15 road is crossing middle of mine lease area. In the bid document there is no information about the Road. What is the current status of the Road whether the road has been diverted or work of diversion is in progress?	It has to be diverted by NH Authorities for which required amount is deposited to NH.
		Year wise production details	Please provide the Year wise Lignite: OB which is already excavated by Previous Contractor.	Total quantities are provided in bid documents

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
		Land Details	Please provide the details of notifications issued / completed and current status of Land acquisition.	Land details and acquisition status are being provided as Annexure to Clarification 01.
		R& R Plan	Please provide the R&R plan of Jalipa mine and Status of R&R.	Details are provided in Summary of Land & People.
		Surface master plan	Please provide the master surface plan in auto cad format.	Combined Surface Plan provided.
		Excavation plan	Please provide the Current Existing excavation plan of the Jalipa and Kapurdi mine. Which shows the current position of the mine benches and position of OB dump.	Working Plans of Kapurdi and Jalipa are being provided as Annexure to Clarification 01.
		Existing OB Dump Management plan	Please provide the existing OB dump management plan.	Working plan provided.
		DGMS Approval Letter	Kindly provide the DGMS approved letter no 98(1) & (3)/2017 dated 23/04/2010 permitted to work within the local grid.	The same shall be provided to successful bidder.
		Slope Stability Report/Geotechnical	Kindly provide the Slope Stability	Not available with BLMCL.

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
		investigation Report	Report/Geotechnical investigation Report of the mine.	
192.	Clause 11- Schedule 2 – Page -115	MINE INFRASTRUCTURE- The Mine Operator shall be responsible for constructing, operating and maintaining the mine infrastructure which shall consist inter alia of the following:	<p>Please clarify whether any fixed infrastructure as mentioned under clause 11 of schedule 2 is existing in the mine premises.</p> <p>If so, please clarify whether these infrastructures have been considered to be handed over to the Mine Operator.</p> <p>if so, details of such infrastructure available there.</p> <p>and modalities for finding out the present value as well as method of payment to be made by Mine Operator.</p>	Among all infrastructure present in the mine only LHS and RO Plant belongs to BLMCL rest all are owned by existing MDO.
193.	3.3 of Definition and rules of construction Page No. 16 of 67	The entire process of calling for bids and the consequent award of contract (if any), is subject to the outcome of Appeal Civil D No. 23889 of 2013, pending before the Hon'ble Supreme Court titled as Raj WestPower Limited & Barmer Lignite Mining Company Limited versus Rajasthan Electricity Regulatory Commission & Others. The present tendering exercise is being done without prejudice to the rights and contentions of	Please update the status	It is still pending with Hon'ble Supreme court.

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
		BLMCL in the above Appeal		
194.	16.1 (c) of Mining Fee Page No. 46 of 143	Further the Mining Fee shall include all taxes, duties, levies and charges assessed on the Mine Operator, its sub-contractors or their employees by the Authority(ies) except for the elements mentioned at Clauses 16.9(c) and 16.9(d).	Who will bear cost of DMF and NMET?	BLMCL will bear cost of DMF and NMET
195.	4.3. Geological In-Fill Drilling Page No. 90 & 91 of 143	To increase confidence in mine planning, the Mine Operator shall implement a program of in-fill drilling to achieve a drill hole spacing no greater than 200 meters within the area covered by the Rolling Annual Production Plan. In areas of geological complexity (such as faults etc) the spacing should be further reduced to increase the confidence level The core logging and sampling shall be done in presence of representative of Owner. Lignite core analysis shall be carried out in Govt./National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited laboratory. All the costs towards infill drilling shall be borne by Mine Operator. All the logging, sampling, analysis of core samples and storage of core logs shall be in accordance with the procedure detailed in Schedule 8.	What will be the meterage of such drilling and how many numbers of samples will be tested in laboratory?	Bidder to make his own assessment
196.	5.2. (d) of Management, Superintendence and Personnel Page No. 94 of	The Mine Operator shall give preference in employment to Project Affected People (hereinafter called the "PAPs") at Kapurdi and Jalipa Blocks and fulfill other obligation as per Owner's Rehabilitation &	Please provide numbers of PAPs	The details being provided as annexure to this clarification no 1

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	143	Resettlement (hereinafter called the "R&R") policy and Rehabilitation Action Plan as may be approved by BLMCL		
197.	Schedule 11 for Escalation Page No. 137 of 143	Escalation formula	Escalation formula should be clarified	Provisions of bidding document are clear and shall prevail
198.	15.6 of Quality of Lignite Page No. 43 of 143	Lignite below 2001 GCV will be rejected	As per Mine Plan and conditions of mine GCV will come but based on that why penalty on contractor?	Provisions of bid documents shall prevail
199.	5.27. Mine Water Management Plan Page No. 101 of 143	Dewatering	What will be the dewatering quantity?	Bidder to make his own assessment
200.	8.2 (d) of Obligations of Mine Operator	For Jalipa, the Mine Operator shall ensure completion of activities related to box cut and creating a mine entry in order to enable it to deliver Lignite to BLMCL as per the prescribed Lignite Excavation Schedule provided at Schedule 10	Please define the quantity which needs to complete the box cut?	Bidder to make his own assessment
201.	Price Bid	Excel sheet of Price Bid	Please simplified the price bid i.e. only rate/ton	Provisions of Bidding Documents are Clear and shall Prevail.
202.	Instructions to Bidders (ITB): Volume 1 Clause 4.4 Page No. 20		If development is already completed by BLMCL (as per clause 4.3.2), kindly clarify the term construct, develop... in this clause. Is BLMCL is proposing to appoint a MO or a MDO.	Currently there is no owner created facilities at mine site. MDO to Create its own facilities unless

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
				otherwise specified in the bid document to be provided by owner.
203.	Instructions to Bidders (ITB): Volume 1 Clause 5.2.3 Page No. 21		Kindly provide the detailed specification and layout of the lignite handling system for bidder's evaluation purpose.	Technical specifications & layout of LHS is being provided as annexure to this clarification no 1
204.	Instructions to Bidders (ITB): Volume 1 Clause 8.3.5 Page No. 43		Both the mines are already developed and in operation. Kindly clarify whether development of box cut(s) is required in PERT chart?	Yes
205.	Instructions to Bidders (ITB): Volume 1 Clause 10.1 (a) Page No. 50		BOQ file is corrupted. Kindly request to re-upload it in NTPC Eprocure website.	Issue will be resolved.
206.	Instructions to Bidders (ITB): Volume 1 Clause 4.3.2 Page No. 20		Further, the current status is provided in Appendix-13 of this ITB (Volume 1). Annexure-13 is not available. Kindly provide the same.	The list of approvals and clearances is being provided as annexure to this clarification no 1
207.	Instructions to Bidders (ITB): Volume 1 Clause 5.11 Page No. 23		Kindly provide the land details and the land acquisition status.	Provided in 'Summary of Land and people placed as Annexure to Clarification 01.

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
208.	Project Agreement: Volume 2 Clause 1.3 (a) (v) Page No. 12		Geological Report of Jalipa and Kapurdi lignite Blocks are not provided. Kindly provide the same.	Geological report provided
209.	Instructions to Bidders (ITB): Volume 1 Clause 3.1.6 Page No. 12		Kindly provide the geological report for bid evaluation purposes. At least provide borehole data with lithology and strata information.	Geological report provided
210.	Instructions to Bidders (ITB): Volume 1 Clause 9.3.2 (b) Page No. 49		The Bidder shall submit an equipment plan giving details of the equipment that shall be used by the Mine Operator to provide Mining Services which shall be not less than the Minimum Equipment to be deployed as specified by BLMCL at Schedule 6 of Project Agreement. But Schedule 6 of project agreement mentions that the details have "To be provided by the Mine Operator". Kindly clarify.	Bidder can deploy any equipment larger than the minimum size specified by BLMCL. The deployment of equipment shall also be in accordance to approved mining plan and EC.
211.	Instructions to Bidders (ITB): Volume 1 Clause 6.2.2 Page No. 24		Kindly provide the contact details of the concerned person at site for coordinating the site visit	Mr Amrendra Kumar VP (Operations), BLMCL Mob No: +91 8094005350
212.	Instructions to Bidders (ITB): Volume 1 Clause 6.2.2 Page No. 25		...but only upon the explicit condition that the Bidder, its personnel or agents will release and indemnify BLMCL and its personnel and agents from and against all liability in respect thereof... Kindly explain this clause	Provisions of bidding document are clear and shall prevail

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
213.	Invitation of Bids (IFB) Clause 5.1.1 Page 2 of 6		Shall a party working as a sub contractor for a MDO project become qualified directly for this project? In such case the party has to get experience certificate from the owner or from the MDO? Kindly clarify	Provisions of bidding document are clear and shall prevail
214.	Instructions to Bidders (ITB): Volume 1 Clause 10.2 Page No. 50		Kindly clarify if the mining fee to be quoted will be exclusive of GST and other taxes	Mining fee inclusive of all Taxes & Duties but excluding GST is to be quoted by the Bidders
215.	Invitation of Bids (IFB) Clause Appendix 11 (Exhibit 1): 3.0 Page No. 2 of 13		As per our understanding and previous experiences, Schedule 3 (Proposed size of equipment deployment by the Mine Operator) will be provided only during project agreement stage and not during bid submission stage. Kindly confirm.	Provision of bid document shall prevail
216.	Instructions to Bidders (ITB): Volume 1 Clause 8.3.3 Page No. 43		Plot plan of the Bidder's mine infrastructure w.r.t Approved Mining plan provided by owner. Kindly clarify the relevance/purpose of this mine infrastructure plan along with the technical proposal as both the lignite blocks are already in operation and also mine plan drawings are not provided as a part of bidding documents.	Provision of bid document shall prevail
217.	Instructions to Bidders (ITB): Volume 1 Clause 4.1 Page No. 19		Kindly request to provide the OB and Lignite despatch details for past 7 years of the existing contractor(s) of Jalipa and Kapurdi lignite blocks for bid evaluation purposes.	Bidders to make assessments based on quantities specified in the bidding documents

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
218.	Project Agreement: Volume 2 Clause Schedule 7A Page No. 131A		Policy for withholding and Banning of Business Dealings looks like that of NTPC. Kindly clarify whether the same policy will be followed for BLMCL as there is no mention of BLMCL in this schedule.	Provisions of bid documents are clear in this regard and shall prevail
219.	Kapurdi Lignite Mine - EC Clause xxii Page No. 3 of 10		There are 7 Nos. of external dump out of which 2 Nos will be re-handled. Having quantity of 319.061 Mbcm in an area of 703.01 ha. There is no mention of re-handling in project agreement. Kindly clarify.	MDO has to run the mine as per statutory clearances hence all subject works are to be done by MDO.
220.	Kapurdi Lignite Mine - EC Clause xi Page No. 5 of 10		Sacred groves of Oran be protected for which Rs. 1 crore budgetary provision be provided. Kindly clarify the scope of this work	Provided by BLMCL
221.	Kapurdi Lignite Mine - EC Clause xxvi Page No. 5 of 10		The CSR cost should be Rs 5 per Tonnes of Coal produced which should be adjusted as per the annual inflation. Kindly clarify whether this cost is in scope of MDO or BLMCL.	In the Scope of BLMCL.
222.	Jalipa Lignite Mine - EC Clause A (ii) Page No. 2 of EC		Diversion of NH-15 shall require prior EC. There is no mention of diversion of NH-15 in project agreement. Kindly clarify. If it is to be done, then under whose scope will it be (BLMCL or MDO?)	NH Diversion is to be done by NH Authorities for which amount is already submitted. MDO has to assist.
223.	Jalipa Lignite Mine - EC Clause xxiv Page No. 4		R&R Plan shall be implemented in a time-bound manner. There is no mention of R&R in project agreement. R&R should be in scope of BLMCL. Kindly	Refer Clause 1 of Schedule 5 of Project Agreement

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
			confirm.	
224.	Jalipa Lignite Mine - EC Clause xxiv Page No. 4		Employment shall be provided to 1223 PAFs in various aspects of mining operations. There is no mention about PAFs/PAPs in project agreement. Kindly clarify.	Details of PAFs/PAPs is being provided as annexure to this clarification no 1
225.	Jalipa Lignite Mine - EC Clause 1 Page No. 2 of EC		The project involves R&R of 7 villages consisting of 1223 PAFs (6728 PAPs) - Jalipa (248), Kapurdi (611)....There is no mention of R&R for the above mentioned 7 villages in project agreement. Kindly clarify.	Details of PAFs/PAPs is being provided as annexure to this clarification no 1
226.	Project Agreement: Volume 2 Clause 9.9 Page No. 114		Mine Operator is responsible for progressive mine closure during the term of the agreement in accordance with approved Mine Closure Plan. Final Mine Closure activities are not envisaged in the scope of Mine Operator. Kindly clarify that there shall not be any activities of final mine closure plan in the scope of MDO.	Provisions of bidding document are clear and shall prevail
227.	Project Agreement: Volume 2 Clause 9.9 Page No. 114		Mine Operator is responsible for progressive mine closure during the term of the agreement in accordance with approved Mine Closure Plan. Final Mine Closure activities are not envisaged in the scope of Mine Operator. Kindly clarify that rehandling of external OB dump shall not in the scope of MDO.	Provisions of bidding document, EC and Approved Mine Closure Plan are clear and shall prevail
228.	Project Agreement:		To ensure continuous supply of Lignite for power generation, BLMCL at all time	MDO has to bear the re-handling cost of lignite in

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	Volume 2 Clause 16 Page No. 120		after 30 days from the First Delivery date and till the Expiry Date, shall keep at Power Plant a buffer stock of Lignite (the "Permanent Power Plant Stock"). Kindly clarify, who will bear the re-handling cost of lignite in the stock?	the stock
229.	Project Agreement: Volume 2 Clause 10 Page No. 115		Kindly provide approximate timeline for completion of construction of Lignite Handling System (LHS). If it is not complete even after commencement of project, cost for transporting the lignite by trucks shall be paid to MDO on pro-rata basis	Provided in LHS Specs
230.	Project Agreement: Volume 2 Clause 10.1 (f) Page No. 28		The MDO would be responsible for taking the water from such location to the Site and also for paying for the water consumed in its operations. Kindly clarify this clause. Whether MDO needs to pay for the water consumed or not?	Yes if there is any cost.
231.	Project Agreement: Volume 2 Clause 16.5 Page No. 47		BLMCL shall make payments of the undisputed portions due under the Monthly Bills and / or the Supplementary Bills after 30 (Thirty) days but within 45 (Forty-Five) days of the receipt of the Monthly Bill and/or Supplementary Bill. 30 days is too long.	Provision of bid documents shall prevail.
232.	Project Agreement: Volume 2 Clause 10.1 (c) Page No. 28		Land Acquisition: Owner shall provide land for mining in phased manner. What shall be the provisions in case of non-availability of land (to avoid idling of machinery/shortfall of lignite)? Kindly clarify	Provision of bid document will prevail.

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
233.	Project Agreement: Volume 2 Clause Schedule 2 Page No. 89		The Mine Operator shall follow the approved Mining Plan throughout the term of the Contract. However, if the Mine Operator desires to modify the Mining Plan in consultation with the Owner during the operation stage due to Site conditions/increased operational flexibility, the Mine Operator shall be responsible for getting the modified Mining Plan approved from the Ministry of Coal, Government of India and other Statutory Authorities, if necessary without any cost implications to BLMCL. Kindly clarify who shall get the benefits (if any) due to change of mine plan. Will there be any price variation?	Provisions of Bid Documents are clear and shall prevail.
234.	Project Agreement: Volume 2 Clause 5.2.1 Page No. 94		The Mine Operator shall comply with all provisions of the said act / rules as well as the Payment of Wages Act, Minimum Wages Act... Kindly clarify whether the MDO has to follow Rajasthan's minimum wages act.	Provision of bid documents shall prevail
235.	Approved Mine Plans		The peak rated capacity are 7 MTPA and 6 MTPA for Kapurdi and Jalipa respectively. Kindly clarify the reason for limiting the production to only 7 MTPA of the MDO project.	It is as per requirement of end use power plant.
236.	Project Agreement: Volume 2 Clause 6.2 (b) Page No. 20		As per previous experience in MDO projects, the Mine Owner gives a notice of at least 30 days prior to encashment of Contract Performance Guarantee. Thus, we request you to change the	Provision of bid documents shall prevail

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
			Clause as suggested.	
237.	Instructions to Bidders (ITB): Volume 1		Shall we need to confirm BG through SFMS? If yes, Please provide Bank details.	1. Bank Name - UCO Bank 2. Bank Address - UCO Bank, Bhagwandas Road Branch, LIC of India building, Ambedkar Circle, Jaipur, Rajasthan 3. IFSC code : <u>UCBA0001002</u>
238.	Instructions to Bidders (ITB): Volume 1 Clause Appendix 2 Page No. 83		To be stamped in accordance with the Stamp Act, if any, of the Country of the Issuing Bank. Stamp act of which state? What is the value of stamp for issuing BG for EMD? Kindly provide the details.	Provisions of bid documents are clear in this regard and shall prevail
239.	Project Agreement: Volume 2 Clause 15.6.3 (e) Page No. 44		The test shall be conducted at the laboratory located at the Site. Kindly confirm who shall set up this laboratory	Refer Schedule 8 clause (e) of Project Agreement.
240.	Project Agreement: Volume 2 Clause 27.A.1 Page No. 79		In case lignite production does not start within 180 days from Commencement date, due to the reasons attributable to the Mine Operator, Mine Operator shall be liable to pay liquidated damages for the delay of each month or part thereof, at the rate of 0.5% of the estimated annual total Mining Fee applicable to first Operating Year,.... Kindly clarify if the lignite production needs to start from	Provisions of bid documents are clear in this regard and shall prevail

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
			both the mines or is it for each mine?	
241.	Project Agreement: Volume 2 Clause 27.A.2 Page No. 79		Further, if the Mine Operator fails to supply lignite from BLMCL to the linked power station (after scheduled lignite production start date) owner is at liberty to get the Indian Coal/lignite from any other source(s)... Kindly request to modify this clause as suggested.	Provision of bid documents shall prevail
242.	Project Agreement: Volume 2 Clause 27.A.2 Page No. 79		Further, if the Mine Operator fails to supply lignite from BLMCL to the linked power station (after scheduled lignite production start date) owner is at liberty to get the Indian Coal/lignite from any other source(s)... The clause is not clear as there is no mention when the owner shall get lignite from other source(s). Kindly mention the slab for the same.	Other sources shall be identified as and when required.
243.	Project Agreement: Volume 2 Clause 27.A.3 (I) Page No. 80		Case 1: Permanent Power Plant Stock 160000 Short Fall = 1,70,000 – 1,60,000 = 10,000 Kindly confirm how the figure 1,70,000 is derived.	Query is not relevant to this bid
244.	Project Agreement: Volume 2 Clause 27.A.3 (II) Page No. 81		In case the daily average Permanent Power Plant Stock by MDO falls below 70% (seventy percent) of its minimum level at the end of any month... Kindly request to amend this clause as suggested.	Provision of bid documents shall prevail
245.	Approved Mine Plans		The peak rated capacity are 7 MTPA and 6 MTPA for Kapurdi and Jalipa respectively. Kindly clarify if the bidder	Kindly refer clause 3 of schedule 2 of project

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
			needs to provide proposed size of equipment as per mine plan or as per the production schedule of Project Agreement (as per Schedule 10).	agreement
246.	Invitation of Bids (IFB) Clause 3.0 Page No. 1 of 6		Kindly request to extend the bid submission date by one month (22 August) for detailed bid evaluation as some part of bid documents such as mine drawings, geological reports are not available.	Bid Submission date has been extended. Refer e-tender Website.
247.	Project Agreement: Volume 2 Clause 15.6.2 Page No. 43		The Mine Operator shall use magnetic separators and metal detectors before the lignite handling system...Is it mandatory to use these systems before lignite handling system? Kindly clarify the provisions in case if these systems are not installed/used.	Provisions of bid documents shall prevail.
248.	Project Agreement: Volume 2 Clause 1.3 (a) Page No. 12		As per our previous experience in MDO projects, pre-bid responses form part of contract documents. Kindly confirm the same for this project.	Provisions of bid documents are clear in this regard and shall prevail
249.	Project Agreement: Volume 2 Clause 4.2 b (iii) Page No. 17		MDO will start supplying lignite from Kapurdi Mine to power plant immediately. Kindly confirm what shall be the status of Kapurdi Mine at the time of handing over to MDO?	Bidder's query is not clear. Provisions of bid documents are clear in this regard and shall prevail
250.	Project Agreement: Volume 2 Clause 4.2 (b) Page No.		The Operations Stage shall be divided into different Operating Years. Kindly clarify this in accordance with the Schedule 10 (Annual Contracted	Provisions of bid documents are clear in this regard and shall prevail

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SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	17		Quantities) as the Schedule 10 has the lignite production of Kapurdi Lignite block starting along with Jalipa lignite block.	
251.	Project Agreement: Volume 2 Clause 15.7.2 Page No. 45		There shall be survey of quantity of overburden removed on quarterly basis at the end of each calendar quarter. Kindly clarify the provisions of agreement in case if the contracted quantities of overburden are not achieved even if the targeted lignite is achieved.	There is no provision regarding contracted quantity with respect to overburden in the bidding documents. Provisions of bid documents shall prevail.
252.	Project Agreement: Volume 2 Clause 5.24 Page No. 101		Jalipa and Kapurdi Mine shall operate a nominal year-round schedule of 24 hours per day, seven days per week... Working 24 hours a day is practically impossible. Kindly clarify the implication of this clause.	Schedule of 24 hours per day and seven days per week is quite practical; however working hours may be different for different bidders.
253.	Project Agreement: Volume 2 Clause 13.1 (a) Page No. 117		Lignite Delivered - Actual vs. forecast requirements. This shall be in the scope of Owner/BLMCL as MDO shall not forecast the lignite requirements.	Provisions of bid documents are clear in this regard and shall prevail
254.	Project Agreement: Volume 2 Clause 4.3 Page No. 17		The cost shall be recovered from the running bills of mine operator at the rate of actual cost to BLMCL. Kindly clarify the actual cost in this clause. Whether it is the market cost after all the processes? In such case, it shall not be imposed on mine operator as the scope of mine operator is limited to mines and	Provisions of bid documents are clear in this regard and shall prevail

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
			delivery point only.	
255.	Project Agreement: Volume 2 Clause 14.1 Page No. 118		The Mine Operator shall obtain and maintain all governmental permits and licenses as may be required except those specified at clause 1 (c) of Schedule 5. There is no clause 1 (c) in Schedule 5. Kindly confirm	Refer Amendment no1 in this regard.
256.	NA		Kindly provide the consent to establish and consent to operate documents for bid evaluation purposes.	List of approvals and clearances is being provided as annexure to this clarification no 1.
257.	Page 16 of 67, Clause 3.3 (Invitation for Bid)	<p>GOVERNING LAW & JURISDICTION OF COURTS:</p> <p>The entire process of calling for bids and the consequent award of contract (if any), is subject to the outcome of Appeal Civil D No. 23889 of 2013, pending before the Hon'ble Supreme Court titled as Raj West Power Limited & Barmer Lignite Mining Company Limited versus Rajasthan Electricity Regulatory Commission & Others. The present tendering exercise is being done without prejudice to the rights and contentions of BLMCL in the above Appeal.</p>	What is the status of the Appeal pending in Hon'ble Supreme Court and what will be the impact of the Hon'ble Supreme Court on the floated tender?	It is still pending with Hon'ble Supreme Court.
258.	Page 28, point	(d). Lignite handling system(LHS)	Please state status of the LHS and when	Provided in LHS Specs

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	10.1 (d) (Volume II Project Agreement)	The owner will construct lignite handling system for both the mines to the Operator. Lignite Handling System shall be operated and maintained by Mine Operator.	it will be completed?	
259.	Page 43, point 15.6.3 (d) (Volume II Project Agreement)	The Owner reserves the right to approve the specifications of the crusher and periodically inspect the crusher to ensure compliance.	In this matter the owner will install the crusher and as such MDO has no role for crusher choice.	Bidder's understanding is correct.
260.	Page 89, Point 1A, Schedule 2 (Volume II Project Agreement)	LAND ACQUISITION All the land acquisition activities for Kapurdi and Jalipa blocks will be carried out by the owner and provided to MDO in phased manner. The MDO will be required to assist owner in evacuating fixed asset of private tenants from the lease hold area of Jalipa block	What is the evacuation of the land of the private tenants from the lease hold area of Jalipa block? In Kapurdi Mine there is a "MATA JI" temple within Lignite bearing zone. What is status of vacating the said temple? What about the continuations of mining in case of the Temple may not be shifted in time?	Land and R&R details along with acquisition status are provided as Annexure to Clarification 01.
261.	Page 137 Schedule 11 (Volume II)	Schedule 11 1.0 Escalation on Mining Fee	It has been observed that in the project agreement, component for the index of HSD (E3) is considering only 25 % as price escalation. The provision is not	Provision of Bid documents shall prevail.

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply									
	Project Agreement)	<p>The Mining Fee quoted by the Bidder shall be applicable for the first Operating Year in which the lignite supply commences and thereafter it will be escalated every financial year based on the following formula as notified by CERC and is subject to change as per the guidelines of CERC from time to time.</p> <p>1.1 Components of escalation</p> <p>The details of different components of escalation are provided in the table below:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">S. No</th> <th style="text-align: center;">Component</th> <th style="text-align: center;">Index Weight</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Fixed (E4)</td> <td style="text-align: center;">0.10</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Mean Escalation of WPI Series for "Medium & Heavy Commercial Vehicle Tyre" (E1)</td> <td style="text-align: center;">0.10</td> </tr> </tbody> </table>	S. No	Component	Index Weight	1.	Fixed (E4)	0.10	2.	Mean Escalation of WPI Series for "Medium & Heavy Commercial Vehicle Tyre" (E1)	0.10	<p>sufficient and required to be increased.</p> <p>Periodicity of escalation has been considered Yearly basis. In case of HSD it shall be paid to quarterly as being paid in Coal India.</p>	
S. No	Component	Index Weight											
1.	Fixed (E4)	0.10											
2.	Mean Escalation of WPI Series for "Medium & Heavy Commercial Vehicle Tyre" (E1)	0.10											

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply												
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">3.</td> <td style="width: 75%;">Mean Escalation of WPI Series for “Manufacture of machinery for mining, quarrying and construction” (E2)</td> <td style="width: 20%; text-align: center;">0.25</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Mean Escalation of WPI Series for “HSD” (E3)</td> <td style="text-align: center;">0.25</td> </tr> <tr> <td style="text-align: center;">5.</td> <td>Mean Escalation of WPI Series for “All Commodities” (E5)</td> <td style="text-align: center;">0.10</td> </tr> <tr> <td style="text-align: center;">6.</td> <td>Mean Escalation of CPI-IW Series (E6)</td> <td style="text-align: center;">0.20</td> </tr> </table> <p>Base year will be 2018-19 for the purpose of this chapter.</p> <p>1.2 Periodicity of escalation (For Calculation and Payment purpose) : Yearly basis</p>	3.	Mean Escalation of WPI Series for “Manufacture of machinery for mining, quarrying and construction” (E2)	0.25	4.	Mean Escalation of WPI Series for “HSD” (E3)	0.25	5.	Mean Escalation of WPI Series for “All Commodities” (E5)	0.10	6.	Mean Escalation of CPI-IW Series (E6)	0.20		
3.	Mean Escalation of WPI Series for “Manufacture of machinery for mining, quarrying and construction” (E2)	0.25														
4.	Mean Escalation of WPI Series for “HSD” (E3)	0.25														
5.	Mean Escalation of WPI Series for “All Commodities” (E5)	0.10														
6.	Mean Escalation of CPI-IW Series (E6)	0.20														
262.	General Point	In the Volume II Project Agreement , on the page no 86, it is written as Page 86 of	Please state that in the Volume II Project Agreement , Total No. of pages	Please refer to the												

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	(Volume Project Agreement) II	149 where on the next page 87, it is written as 87 of 143.	is 149 or 143? Is there any paper loss in the Project Agreement or numbering mistake?	Amendment.
263.	General Point	About Depth of Mine and Quantum of dewatering	What is the expected ultimate depth of both the Mine? What is quantum of the water pumped out from the mine by MDO?	Bidder may please refer to the Approved Mining Plan and make their estimates accordingly.
264.	General Point	Quantity of OB Re-handling	Please state any quantity of OB is to be Re-handle as per the Mine Plan/ EC? Whether MDO will be paid extra or not?	All re-handling required is to be done by MDO without any cost implication to Owner/BLMCL. For re-handling of OB quantity please refer EC condition no xxii at page 3 of 10 and xxi at page no.5 of 10 of Kapurdi Lignite mines.
265.	Clause 4.1 of IFB & Page 18	Further, the entire process consequent to award of contract (if any), is subject to the outcome of Appeal Civil D No. 23889 of 2013, pending before the Hon'ble Supreme Court titled as JSW Energy (Barmer) Limited & Barmer Lignite Mining Company	You are requested to share the matter under adjudication in these cases to enable us to assess the implications and risk profile of the project.	It is still pending with Hon'ble Supreme Court.*

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
		<p>Limited versus Rajasthan Electricity Regulatory Commission & Others. The present tendering exercise is being done without prejudice to the rights and contentions of BLMCL in the above Appeal.</p> <p>Notwithstanding the earlier litigation between JSWEL/BLMCL on the one side and the three Discoms of Rajasthan on the other side, the present bidding is being done in pursuance of the joint application filed by both the contesting parties before the Rajasthan Electricity Regulatory Commission.</p>		
266.	Clause 4.3.2 of IFB & Page 20	BLMCL has already completed development work in both Jalipa and Kapurdi Lignite blocks and Lignite dispatch have started from Kapurdi Mine and Jalipa Mine from October, 2011 and November 2017 respectively. Further, the current status is provided in Appendix-13 of this ITB (Volume 1).	Clearance obtained so far is not mentioned anywhere in the document and the given Appendix 13 is also empty. Kindly provide.	The list of approvals and clearances is being provided as annexure to this clarification no 1
267.	Clause 5.6 of IFB &	The lignite quality information is provided in the geological report.	The geological reports of both the block are not provided. Please provide	Geological report provided

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	Page 23			
268.	Clause 5.10 of IFB & Page 23	In case the Lignite handling system is not ready, the mine operator shall deliver lignite at delivery point by trucks.	The status of LHS completion and commissioning is not provided clearly in the document. Kindly provide the schedule of completion and commissioning of LHS	Provided in LHS Specs
269.	Clause 5.11 of IFB & Page 23	MDO shall assist BLMCL in evacuating fixed assets of private tenants from the lease hold area of Jalipa Block.	Split up of land so far acquired and to be acquired may be provided. If the land acquisition is planned in phases it will be convenient to bidder if a plan showing various stages of acquisition is provided. The Number PAF/PAP list is also not provided. as per Environmental Clearance 1223 PAF's is to be relocated.	Detailed status of Land is provided in Summary of Land and People provided as Annexure to Clarification 01.
270.	Jalipa Mine Plan Chapter 5 & 5-2	<p>5.2 Mine Opening and development during the first five years</p> <p>5.2.1 Year 1 The total overburden excavated is 25.15 M cum which will be dumped in Dump-1.</p> <p>5.2.2 Year 2 The entire over burden of 79.90 M cum would be accommodated in Dump-1 (46.45</p>	Year wise proposed capacity of dump1, 2 and Dump 3 mentioned in Plates XI-XV and the excavated quantity in the mine plan is differing. PI clarify	Since production is less in Jalipa it is differing from calendar program of Mining Plan.

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
		<p>M cum) and Dump-2 (33.45 M cum)</p> <p>5.2.3 Year 3</p> <p>Total over burden excavated is 75.00 M cum and dumped in Dump-1 (40.82 M cum) and Dump-2 (1.86 M cum) and Dump-3(32.1 7 M cum)</p>		
		<p>5.2.4 Year 4</p> <p>The overburden would be dumped in Dump-2 (68.80 M cum) and Dump-3(1.70M cum).</p> <p>5.2.5 Year 5</p> <p>56.76M cum overburden would be dumped in Dump-1</p>		
	<p>Kapurdi Mining plan</p> <p>Plate No. XI-XV</p>	<p>Year 1</p> <p>Dump-1 capacity – 13.2 M cum Dump-2 capacity – 15.21 M cum</p> <p>Year 2</p> <p>Dump-1 capacity – 53.42 M cum Dump-2 capacity – 65.76 M cum</p> <p>Year 3</p> <p>Dump-1 capacity – 100.13 M cum Dump-2 capacity – 67.90 M cum Dump-3 capacity – 37.00 M cum</p> <p>Year 4</p>		

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
		Dump-1 capacity – 179.02 M cum Dump-2 capacity – 67.90 M cum Dump-3 capacity – 39.02 M cum Year 5 Dump-1 capacity – 243.87 M cum Dump-2 capacity – 67.90 M cum Dump-3 capacity – 39.02 M cum		
271.	Jalipa Mine Plan Chapter 5 & 5-3	Table 5.1 Calendar programme of excavation	Year wise production plan is differing in mine plan and bidding documents. PI clarify	Bidders to follow annual contracted quantities as per provisions of the bidding documents
	Kapurdi Mine Plan Part 1 Chapter 2 Details of earlier approval of mining & 2-8	Table 2.7 Calendar programme of excavation		
	Bidding Documents Schedule10 & 136	Annual Contracted Quantities		
272.	Kapurdi Mine Plan Chapter 10	Canteen and site office A suitable canteen and site office has been provided as shown in the plan.	Canteen, rest shelter, First-aid room, VTC and a pit head bath/change room locations are not provided in the plan (drawings). May be provided. It may also	Presently there is no owner created facilities at mine site. MOD has to create the infrastructure

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	10.1 Other Services Canteen and site office & 10-3	Rest shelter, First-Aid Room and Pit Head Bath/Change room Suitable rest shelter, First-aid room and a pit head bath/change room, Site Office, VTC has been provided and located as shown on plan.	be clarified whether these facilities will be provided to the mine operator for use.	facilities as per requirement unless otherwise specified in the bid document to be provided by owner
273.	Jalipa Mining Plan Chapter 12 Other facilities & 10-3	Rest shelter, First-Aid Room and Pit Head Bath/Change room Suitable rest shelter, First-aid room and a pit head bath/change room, Site Office, VTC has been provided and located as shown on plan.	location of these facilities is not provided in the plan (Drawings)	Presently there is no owner created facilities at mine site. MDO has to create the infrastructure facilities as per requirement unless otherwise specified in the bid document to be provided by owner
274.	Schedule 2 Clause 5.1 Mining Operations & 93	q) Progressive mine closure with effective land reclamation plan in accordance with approved mine closure plan	Please confirm that Mine Operator is responsible only for progressive mine closure during the term of the agreement and after completion of contract duration, it will be the responsibility of BLMCL to undertake all activates related to final mine closure work.	Mine operator has to carry out all mine closure activity falling due within their Work Period.
275.	Jalipa Mine Plan	B. Overburden	Kindly clarify whether a bucket wheel	Equipment configuration shall be in accordance to

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	Chapter 5 Mining 5.6.1 Mining Machinery	a) Hydraulic Shovel 6.1 cum – 32 No.s b) Hydraulic Shovel 3.5 cum – 16 No.s c) 35 T RD (Diesel operated) Dumpers – 64 No.s d) 50 T RD Dumpers – 178 No.s	excavator can be used for Top OB	the approved mine plan.
276.	GENERAL	REQUIREMENT OF MINE PLAN DRAWINGS	Present Working Plan for Both Jalipa & Kapurdi Mine is to be provided	Provided
			Clear Auto CAD pdf of the plates to be provided	AutoCAD Drawings cannot be provided
			Bore Hole Sections and location plan of bore jholes may also pl be provided.	Already provided
277.	Clause 2 of Project Agreement	The statutory manpower will be appointed / authorized by the Manager to work in the mines under his administrative control and will be paid salary / wages by the MDO after due verification and certification by the Manager or Agent of BLMCL	This will give rise to conflict and affect the work. We propose the following stipulations :- “The statutory manpower appointed by MDO will work under the management and control of the Mine manager as far as the mine development and operation is concerned.”	Provisions of bid documents shall prevail
278.	Clause 4.2 of Project Agreement	(iii) Mine Operator, after achieving the 50% of monthly rated capacity of the Jalipa shall serve the notice to handover mining work of Kapurdi Mine and BLMCL shall handover the Kapurdi mine within 30 days	We understand Jalipa is already under Production. If so what is the annual Production of Jalipa at present.	Annual production for Jalipa mine for last two year has already been provided at clause 15.6.4(d) of project

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
		of receiving the notice. MDO will start supplying lignite from Kapurdi Mine to power plant immediately		agreement
279.	8.2(b) of Project Agreement	b) Mine Operator shall construct the Fixed Infrastructure Facilities and any other necessary infrastructure required for carrying out the Work	Do you have any design or specification of Fixed Infrastructure to be built by Mine operator. If so please provide.	Such specifications are not available.
280.	10 (c) Project Agreement	(a) Land Acquisition Owner shall provide land for mining in phased manner.	For clarity and better understanding it may be provided in the agreement that Owner will acquire the land in a manner that Land adequate for 3 years mine operation will always be available to the MDO at any given time.	Provisions of bid documents shall prevail
281.	11.5 of Project Agreement	(a) The Owner may at its sole discretion utilize Separate Contractors on the Site to perform such activities not contracted out to the Mine Operator.	List of services to be awarded to the separate contractor and facilities of MDO to be shared with such contractor may be provided	List of such services cannot be specified at this stage.
282.	13.5 of Project Agreement	(a) The owner shall provide the Owner's facilities for use by the Mine Operator free of charges for the performance of Mining Services, except for the charges mentioned elsewhere in the RFP Documents	A list of such facilities proposed to be provided to the Mine Operator may please be provided.	Refer schedule 5 of Project Agreement

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
283.	15.6.1 & 15.6.4		In our opinion a more practical provision may be there which provides for meeting the quality decided by the samples jointly taken from an area where excavation is likely to be done in the following quarter.	Provisions of bid documents shall prevail
284.		the Mining Fee for the quantity of lignite delivered on monthly basis and escalation as per Schedule-11 for the quantity of lignite delivered on yearly basis	The periodicity of calculating and providing escalation should be quarterly in line with all other PSU tenders.	Provisions of bid documents shall prevail
285.	24.3(c) of Project Agreement	Notwithstanding any other provision of this Agreement, the Owner may, at its sole discretion, terminate this Agreement	This clause will drastically pull down the bankability of the project and it will be difficult to get lenders for the Projecr	Provisions of bidding documents are clear and shall prevail
286.	NIT 4.0	All bids must be accompanied by Earnest Money Deposit for an amount of INR 20,24,20,000/- .	It is requested to reduce the Earnest Money Deposit by 50%.	Provisions of bidding documents are clear and shall prevail
287.	ITB Vol 1 Page No.18	the entire process consequent to award of contract (if any), is subject to the outcome of Appeal Civil D No. 23889 of 2013, pending before the Hon'ble Supreme Court.	It is requested to provide the latest status of the case.	It is still pending with Hon'ble Supreme Court.
288.	ITB Vol 1 5.10	BLMCL shall construct Lignite handling system and shall be used for evacuation of Lignite from both Jalipa and Kapurdi Lignite Blocks.	Please furnish the latest status of the lignite handling plant and time schedule.	Provided in LHS Specs
289.	ITB Vol 1	In case the Lignite handling system is not ready, the mine operator shall deliver	Exact distance lignite to be delivered at delivery point by trucks.	Shown on the Combined

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	5.10	lignite at delivery point by trucks.		Surface Plan provided
290.	Project Agreement Volume 2 Schedule 2 (1A)	All the land acquisition activities for Kapurdi and Jalipa blocks will be carried out by the owner and provided to MDO in phased manner.	It is requested to provide us latest land acquisition status.	Provided in Summary of Land and People.
291.	12.18 & 12.2		Sub-Contracting: - whether the plan for sub-contracting needs to be furnished as per the attached Appendix 17 of Volume-I during the submission of bid or after the award of the contract as per clause 12.2 (c) of Volume-II.	Provision of Bid document shall prevail
292.	5.2 (a)		The contractor's workers have to be recruited through outsourcing model. The clause may be modified accordingly.	Provision of Bid document shall prevail. However if any change is required in due course, that should be done as per Labour laws and with prior approval from BLMCL.
293.	Schedule 11 Clause 1.1		Mean Escalation to be defined.	Please refer amendment no 1
294.	Gen		Please share: Present production level of Jalipa.	Production Level already mentioned in Bid Document.

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
			Reason for seeking new MDO. Reason for Court Cases between JSE Energy & RERC. Distances to facilities	The present bidding is being done in pursuance of the joint application filed by both the contesting parties before the Rajasthan Electricity Regulatory Commission.
295.	5.11 of ITB		Volume of work involved in shifting of Assets of Land Owners	Shown in summary of Land and People.
296.	Schedule 2		Appointment of Agent/ Manager by owner & Others by Operator will lead to conflict.	Provision of bid documents shall prevail.
297.	Schedule 2	Infill drilling	Infill drilling- Total coring not required.	Refer Amendment No 1.
298.	ITB 8.3 Plot Plan (8.3.3):		Mining Plan Inputs (8.3.4) & supporting Narrative (8.3.5) should not be required – it bring an operational mine if required. Provide up-dated Mine Plan & soft copy of B/H Lithologs.	Relevant details have to be provided. Updated mine plan and GR are already provided...
299.	8.1(c) & 8.1 (d) of Project		Power supply and water supply arrangements must be operational.	Shown in working plan

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	Agreement		Request give details.	
300.	8.2 (b) of Project Agreement		Infrastructural facilities should already be available. Details may be given.	No owner facilities other than specified in bid documents are available.
301.	8.2 (d): of Project Agreement		Box cut and Mine entry for Jalipa must have been created. Details may be provided.	It is still under progress
302.	11.5 of Project Agreement		If separate contractor's work interference with MDO's work like increase in lead provision for compensation requested.	Provisions of bid documents shall prevail.
303.	12.2(c) of Project Agreement		All Sub-contractors detail may not be possible to submit within 6 months since requirement for sub-contractor may come even later.	Provisions of bid documents shall prevail.
304.			Also request penalty to be waved for monsoon months.	Provision of Bid documents shall prevail.
305.	15.5.1 of Project Agreement		Page 42: Provide for MDO's presence during calibration.	Provision of Bid documents shall prevail.
306.	15.6.1 of Project Agreement		Quality range appears to be very wide but can be judged only after going through GR.	Provisions of bid documents are clear in this regard and shall prevail.

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Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
307.	24.5 (b) of Project Agreement		Page 72: Compensation for Fixed Asset be paid for Written Down Value or evaluation by an Independent Agency whichever be higher in case of MDO's default. Matching provision for Owner's default should be added.	Provision of Bid document shall prevail.
308.	24.6 of Project Agreement		In case of exhaustion of Reserves much before the projected period, provision for compensation to MDO for Loss or Profit and idling /redundancy	Provision of Bid document shall prevail.
309.	27(a) 2 of Project Agreement		If MDO face to supply Lignite as per Power Plants requirement, he may procure from Market or else give clearance to owner to procure at his cost and risk.	Provision of Bid document shall prevail.
310.	27 (a) 3 of Project Agreement		Page 80: If stock goes down for increase PLF this LD clause should not reply. Further the very provision of this LD Clause should be examined since LD Clause for shortfall against target is already there and this will amount to double punishment.	Provision of Bid document shall prevail.
311.	27 (a) 3 (ii) of Project		Page 81: Same as above.	Provision of Bid document shall prevail.

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	Agreement			
312.	28.16 of Project Agreement		Page 85: Provides for Fixed Assets to be handed over to the Owner on completion of Contract. If these Assets are to be used, the MDO should be compensated at Written Down Value or else Evaluated Value by Authorised Agency whichever be higher.	Provision of Bid document shall prevail.
313.	Schedule 2 - 5.2(b)		Page 94: Elsewhere MDO has been asked to ensure no encroachment. This Clause limits MDO to only to his working area. These should be reconciled.	Provision of bid documents are clear in this regard and shall prevail.
314.	Schedule 2 - 5.2(d)		How many PAPs are to be offered employment.	Land and R&R details are provided as Annexure to Clarification 01.
315.	Schedule 2 - 5.12		Page 97: Shall existing buildings be given to the Operator for use.	No owner constructed buildings other than specified in bid documents are available.
316.	Schedule 2 - 14.9		Page 119: Whether truck monitoring and information systems are already available.	Not available
317.	Schedule 9		Prescribes method for measurement of	Measurement of

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Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
			OB and Inter-burden. OB and Inter-burden can be measured separately on Face but its reconciliation will not be possible unless separate Dumps are created for OB and IB. In case of separate Dumping, back-filling will be a problem.	Overburden/waste is not envisaged at dumps.
318.	3.2 (b) :		Bidders' confirmation sought that he has got adequate time since Bid can be submitted only after Mine Plan and Bore Hole data are received, time extension requested.	Provision of Bid document shall prevail.
319.	7.3		7.3 : Provision for negotiation if Owner's direction raises the cost requested.	Provision of Bid document shall prevail.
320.	8.2(e) of Project Agreement		Prohibits dilution of Equity holding till 85% of Mine capacity already achieved. This appears to have already happened in case of Kapurdi.	Provision of Bid document shall prevail.
321.	12.1 of Project Agreement		Provide for Notice and discussion, if any person is to be removed.	Provision of Bid document shall prevail.
322.	12.2 (h) of Project Agreement		How can Industrial action by workers not affect the operations?	Provision of Bid document shall prevail.
323.	15.1 of Project		Page 40: We request LD calculation on	Provision of Bid document

Clarification No. 01 to Bidding Document

SL No.	Reference No.	Existing Provision	Clarification Required	NTPC/BLMCL Reply
	Agreement		monthly basis but final deduction at the end of the year taking over all picture into account.	shall prevail.
324.	24.1 of Project Agreement		Page 67: Possible reason for suspension should be listed. For example Events for MDOs default. Further provision for notice before suspension required.	Provision of Bid document shall prevail.
325.	24.3(c) of Project Agreement		page 70: There should be no termination for owners' convenience.	Provision of Bid document shall prevail.