

NLC INDIA LIMITED
(A Navratna Government of India Enterprise)

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

NOTICE INVITING BID
International Competitive Bidding through e-Tender

1.0 M/s NLC India Ltd., Neyveli, a NAVRATNA Government of India Enterprise registered under Indian Companies Act, 1956, (NLCIL) on behalf of U. P. Rajya Vidyut Utpadan Nigam Limited (UPRVUNL) invites online Bids in English for “Selection of Mine Developer and Operator (MDO) for Saharpur Jamarpani Coal Block (18 MTPA) Dumka District of Jharkhand State”.

1.1 UPRVUNL Overview

UPRVUNL was constituted on 25.08.1980 under the Companies' Act 1956 for construction of new thermal power projects in the state sector. Uttar Pradesh Rajya Vidyut Utpadan Nigam Limited (UPRVUNL) is wholly owned state thermal power utility with present generating capacity of 6134 MW, operating 4 Thermal Power Stations within Uttar Pradesh. Poised to contribute in the growth of state. UPRVUNL is in the process of adding further 3360 MW (5x660 MW) capacity with super critical technology to its existing fleet. UPRVUNL has been allotted two Coal Blocks at Saharpur Jamarpani , Dumka District of Jharkhand State.

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

Tender No.	CO CONTS/0027N/SJCB/MDO/ICB/e Conts/ 2022, Dt: 03.10.2022
Cost of Tender Document	INR 20,000/- (or) USD 243 (or) Euro 246
Bid Guarantee Amount	INR 12.70 Crore (or) USD 15,42,198 (or) Euro 15,59,048
Pre Bid Meeting Date & Venue	21 st October 2022 at 11:00 Hrs. (IST) through Video Conference (VC).
Last Date & Time of submission of bids (Physical and Online)	Upto 14:30 Hrs (IST) on 25 th November 2022.
Date & Time of opening of bids (Physical & online)	At 15.00 hrs. (IST) on 25 th November 2022.

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

Note:

- i) The detailed scope of the work is given in the (Draft Coal Mining Agreement) Tender Document - Volume-2.
- ii) For further details such as Qualifying Requirements, Scope of work, etc., please visit our website: www.nlcindia.in / procure.nlcindia.in or Central Public Procurement Portal (CPPP) of Government of India, website : www.eprocure.gov.in or contact the Chief General Manager/Contracts, Corporate Office, NLC India Ltd., Block-1, Neyveli – 607 801. Phone: 04142 – 212308, 251620.
- iii) The tender document may be downloaded from our web site or CPP Portal during the tender document sale period. In such case, the cost of tender document shall be paid by way of Banker's Cheque / DD drawn in favour of Uttar Pradesh Rajya Vidyut Utpadan Nigam Limited payable at Lucknow or NEFT/RTGS mode to UPRVUNL's Account No. 915020026805077 Beneficiary Name: Uttar Pradesh Rajya Vidyut Utpadan Nigam Limited, in Axis Bank, Branch: Lucknow [UP] (IFS Code No. UTIB0000053). Banker's Cheque / DD / remittance details with UTR No. shall be furnished along with the bid in Cover - I failing which the offer shall be rejected. The Bidder is to note that the Bank Commission charges will be to the account of the bidder and the net amount transferred to UPRVUNL , account shall be equal to the cost of the Tender document.
- iv) Amendments /Errata / corrigendum / clarifications, if any issued for the tender shall form part and parcel of the tender document. Amendments/Errata/ corrigendum/clarifications will be posted in NLCIL's web site: www.nlcindia.in/ procure.nlcindia.in and Central Public Procurement Portal (CPPP) of Government of India website: www.eprocure.gov.in. Bidders are requested to visit the above web sites and note the amendments/Errata/corrigendum/ clarification before submission of offer. Any ignorance on the part of the firms in not seeing the above websites will not be an excuse. NLCIL/ UPRVUNL shall not be responsible if any Bidder omits to notice any amendments/ Errata/corrigendum/clarification. Amendments/Errata/ corrigendum/ clarification will be numbered serially.

2.0 Qualifying Requirements (OR)

Bidder shall have to satisfactorily fulfill the following Qualification Requirements:

Technical Criteria

- 2.1 For demonstrating its technical capacity and experience (the “Technical Capacity”), the Bidder shall have carried out, for itself or as a contractor, ‘excavation and transportation’ of Overburden by mechanized means and/or ‘excavation and transportation’ of coal/lignite/iron ore/ bauxite/ manganese ore/ copper ore by mechanized means during the past 7(seven) years ending on 30th September, 2022, such that the total composite volume of such ‘excavation and transportation’ during any period of 1 (one) year (consecutive 365 days) (the “qualifying period”) within the aforesaid period of 7(seven) years is more than **57 million cubic metre**, (the “**qualifying quantity**”), from maximum 5 (five) opencast mines of coal/ lignite/ iron/bauxite/ manganese/copper; provided that the quantity handled in at least one mine should not be less than **22 million cubic metre**.
- 2.2 The bidder shall have performed the activities of land acquisition or assisted in land acquisition, performed or assisted in obtaining statutory clearances and carried out infrastructure development such as construction of workshops, statutory buildings in Greenfield / Brown field open cast mining project(s) in India during last seven financial years reckoned from the original scheduled date of Technical bid opening.

Notes to QR Clause 2.1:

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

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

Financial Criteria

- 2.3 The average annual turnover of the Bidder, in the preceding three (3) financial years as on the original scheduled date of Technical bid opening, shall not be less than INR 1000 Crore (Indian Rupees One Thousand Crore) or in equivalent foreign currency.
- 2.4 Net Worth of the Bidder as per the latest audited financial statements should not be less than INR 500 Crore (Indian Rupees Five Hundred Crore) or in equivalent foreign currency.
- 2.5 The unutilized line of credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Bidder as on a date not earlier than 15 days prior to the Original scheduled date of Technical Bid opening, duly certified by the Bankers should not be less than INR 125 Crore (Indian Rupees One Hundred and Twenty-five Crore) or in equivalent foreign currency. In case certificates from more than one bank are submitted, the certified unutilized limits shall be of the same date from all such banks.

Notes to Financial Criteria (QR Clauses: 2.3, 2.4 & 2.5):

- a) In case the Bidder is not able to furnish its audited financial statements on standalone basis, the un-audited unconsolidated financial statements of the Bidder can be considered acceptable provided the Bidder furnishes the following further documents on substantiation of its qualification:
- i) Copies of the un-audited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company.
 - ii) A Certificate of the Holding Company, as a proof, stating that the above un-audited unconsolidated financial statements form part of the Consolidated Annual Report of the Holding company.
- b) In cases where audited results for the last preceding financial year as on the original scheduled date of Technical bid opening are not available, certification of financial statements from their statutory auditor shall also be considered acceptable.
- c) In case any "Bidder" does not satisfy the financial criteria, stipulated at clauses 2.3, 2.4 & 2.5 above on its own, the Holding Company / Subsidiary(ies) / Subsidiaries of its Holding Company would be required to meet the stipulated financial requirements at clauses 2.3, 2.4 & 2.5. In such an event, the Bidder would be required to furnish a Letter of Undertaking from the Holding Company/ Subsidiary(ies) / Subsidiaries of its Holding Company, supported by Board Resolution, as proof of pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award. Such Bidder may use the financial strength of up to 2 (two) such Subsidiary/Subsidiaries and/or Holding Company and/or the Subsidiary/ Subsidiaries of its Holding Company only and submit as part of its Techno-Commercial Proposal a legally enforceable Joint Operating Agreement, executed between such companies and the Bidder.
- i) Net worth of the Bidder and also its Subsidiary (ies) and/or Holding Company and/or subsidiary(ies) of its Holding Company, lending strength to the Bidder for meeting the Financial Criteria should be positive as per the latest audited financial statements.

- ii) In case the Bidder's unutilized line of credit for fund based and non-fund based limits specified at clause above is not sufficient, a comfort letter from one of the bankers specified in the bidding documents unequivocally stating that in case the Bidder is awarded the contract, the Bank would enhance line of credit for fund based and non-fund based limits to a level not less than the specified amount to the Bidder shall be acceptable.
- d) For conversion of foreign currency to Indian Rupees (i) with respect to annual turnover and Net worth, the BC selling rate of State Bank of India, prevailing as on the date of respective Balance sheet shall be adopted and (ii) with respect to unutilised line of credit for fund based and non-fund based limits, the BC selling rate of State Bank of India, prevailing on the date of opening of Technical Bid shall be adopted.

3.0 **Consortium**

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

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

- 3.2 The experience and Credentials of the Lead Member together with Consortium Member shall be added and considered for meeting the Technical criteria. However, the Lead Member shall possess at least 75% of the "composite volume".
- 3.3 In case of Consortium, Average annual turnover of the Lead Member in the preceding three consecutive financial years as on Original scheduled date of Technical Bid opening, shall not be less than INR 1000 Crore (Indian Rupees One Thousand Crore only) or in equivalent foreign currency.
- 3.4 In case of Consortium, all members of Consortium shall have positive Net worth as per the latest audited financial statements. Net worth of Lead Member as per the latest audited financial statements should not be less than INR 500 Crore (Indian Rupees Five Hundred Crore) or in equivalent foreign currency.
- 3.5 In case of Consortium, the unutilized line of credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Lead Member as on a date not earlier than 15 days prior to the Original scheduled date of Technical Bid opening, duly certified by the Bankers should not be less than INR 125 Crore (Indian Rupees One Hundred and Twenty-five Crore only) or in equivalent foreign currency.

4.0 **Joint Venture (JV) Company**

If the Bidder is a Joint Venture Company and the Qualifying Requirement (QR) is met by one of the Promoters or jointly by more than one Promoter, then each Promoter on the basis of whom, the Joint Venture Company gets qualified shall have a minimum of

26% equity in the JV Company and such promoter(s) shall give an undertaking to hold the said equity for a period till the mine achieves 85% of the contracted capacity of the Project ("Contracted Capacity" means 18.00 million Tons of Coal per annum).

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

5.0 **Other conditions for Bidders**

5.1 The Bidder shall furnish a self-undertaking affidavit to support that the Bidder (including members of the Bidding Consortium / JV Company and Holding Company/Subsidiary (ies) /Subsidiaries of its Holding Company (whose strength Bidder is taking for bid submission) has not been blacklisted by Government Undertakings/ Department or any Mining Contracts entered by the Bidder is not terminated in the last 7 years reckoned from the original scheduled date of Technical bid opening due to its failure to perform contractual obligations or the tender Milestones or for any other reasons for Projects awarded by Government Undertakings / Department.

5.2 In case of misrepresentation of facts or a wrong declaration given by the Bidder, the Bidder shall be liable for disqualification and criminal action including forfeiture of Bid Guarantee or Performance Security.

5.3 **Formation of Special Purpose Vehicle (SPV)**

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

5.4 Change in the members of the Consortium of the MDO shall not be permitted during the Bidding Process. However, such change may be permitted after the mine achieves 85% of the contracted capacity of the Project (Contracted capacity means 18 Million Tonnes per Annum), with prior written permission from UPRVUNL provided always that the new consortium satisfies the qualifying requirements on the date of request for such change. Such prior written approval of UPRVUNL, may be issued at its sole discretion subject to the condition that

(i) if the Selected Bidder is a Consortium, the Lead Member shall hold at least 51% of the equity of the SPV during the Contract Period. The Non-Lead Member shall hold at least 10% of the equity of the SPV during the Contract Period. In case of such change, a fresh Consortium Operating Agreement shall be executed amongst the members of the Consortium, which shall be in force till the end of the Contract Period.

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

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

6.0 **Documentary Evidence required to be furnished by the bidder:**

6.1 The Documentary Evidences, in support of satisfying the Qualifying Requirements shall be submitted online.

- 6.2 For the Technical Criteria, in case a Bidder is seeking qualification as a mine contractor working under a contract, the Bidder shall submit notarized copy of the contract and a certificate from the Mine owner, certifying the details of the overburden and coal/lignite /any other minerals production achieved during the financial year as in QR and the development activities undertaken by the Bidder for meeting the technical Criteria. In addition, Work completion certificate(s) from the Mine owner for whom the excavation work has been executed shall be submitted.
- 6.3 In case, a Bidder is claiming mining experience where it is operating / operated as part of a consortium or a joint venture, the bidder shall also submit a notarized copy of the consortium agreement or joint venture agreement (as the case may be), which clearly spells out the extent of its ownership in such consortium or joint venture, as the case may be.
- 6.4 For the Financial Criteria, the Bidder/each member of the consortium / joint venture company/Subsidiary/Subsidiaries and or Holding Company and or the Subsidiary/Subsidiaries of its Holding Company on whose strength the Bidder is meeting the Financial criteria, shall submit Audited Annual Reports, containing Profit and Loss Statement and Balance Sheets for immediately preceding three financial years. In case the audited result of the last financial year is not available, the unaudited financial statements should be certified by its Statutory Auditor.
- 6.5 Bidder, who meets the financial criteria of Qualifying Requirements on the strength / experience of its Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company, shall be required to furnish a legally enforceable Joint Operating Agreement in original as per prescribed format. Further the Bidder is required to furnish Letter of Undertaking from the Holding Company / Subsidiary (ies)/ Subsidiaries of its Holding Company, supported by Board Resolution, as proof of pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.
- 6.6 The following documents in Physical forms shall be furnished in sealed cover:
"Power of Attorney, Notarised copy of Joint Venture Agreement & letter of undertaking (if applicable), Consortium Operating Agreement (if applicable), Joint Operating Agreement (if applicable) and Affidavit."

7.0 **PUBLIC PROCUREMENT POLICY (MAKE IN INDIA):**

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

7.1 **DEFINITIONS:**

- (i) Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

- (ii) 'Class -I local supplier', means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under order dt. 16.09.2020.
- (iii) 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under order dt. 16.09.2020.
- (iv) Non-Local Supplier' means a supplier or service provider whose goods, services or works offered for procurement has local content less than that prescribed for 'Class-II local supplier' under order dt. 16.09.2020.
- (v) Minimum local content: The 'Local Content' requirement to categorize a supplier as 'Class-I Local Supplier' is minimum 50%. For 'Class – II Local Supplier', the 'Local Content' requirement is minimum 20%. For the items, for which Nodal Ministry Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for Class – I local supplier / Class – II local supplier respectively.
- (vi) 'RL1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjusted in the evaluation process as per the tender or other procurement solicitation.
- (vii) 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the RL1 for the purpose of purchase preference.
- (viii) 'Nodal Ministry' means the Ministry of Department identified pursuant to this order in respect of a particular item of goods or services or works.
- (ix) 'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by the Government of India and includes Government companies as defined in the Companies Act.
- (x) 'Works' means all works as per Rule 130 of GFR-2017, and will also include 'turnkey works'

7.2 **ELIGIBILITY CLASS:**

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

7.3 **MARGIN OF PURCHASE PREFERENCE:**

Margin of Purchase preference shall be 20%

7.4 **PURCHASE PREFERENCE**

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- (b) Intentionally deleted being not applicable for this tender.
- (c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature and in procurement of services where the bid is

evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier,' as per following procedure:

- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to 'Class-I local supplier's quoted price failing within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) 'Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.

7.5 **Verification of local content:**

- a. The 'Class-I local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs.10 crores, the 'Class-I local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per the Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
- d. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

7.6 **RECIPROCITY CLAUSE:**

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

for the list of items published by the Ministry / Department permitting their participation.

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

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means

Explanation –

- a. “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together; or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third persons.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate

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

Model Certificate for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country,

has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].

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

- 7.8 Ministry of Finance O.M Dt: 08.02.2021: The Bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".

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

8.0 **Conflict of Interest:**

- 8.1 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Bidder(s) found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- a. the Bidder, its Subsidiary/ Subsidiaries and/or Holding Company and/or the Subsidiary/Subsidiaries of its Holding Company and any other Bidder, Subsidiary/Subsidiaries and/or Holding Company and/or the Subsidiary/Subsidiaries of its Holding Company have common promoters.
 - b. a constituent of such Bidder is also a constituent of another Bidder, or such Bidder, or any Subsidiary/Subsidiaries and or Holding Company and/or the Subsidiary/Subsidiaries of its Holding Company has participated as a consultant to UPRVUNL in the preparation of any documents, design or technical specifications of the Project.
 - c. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of UPRVUNL in relation to this Project presently working at the time of opening of bid is engaged by the Bidder, any Subsidiary/ Subsidiaries and/or Holding Company and/or the Subsidiary/ Subsidiaries of its Holding Company, as the case may be, in any manner for matters related to or incidental to the Project,

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

9.0 **Scope of Work:**

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

“The MDO shall Finance, Develop, Operate, Manage and Maintain the Mines including pre-project activities (Phase-I), land acquisition, Rehabilitation & Resettlement (R&R), construction & diversion of roads, diversion of Nalas, project facilities, Railway siding,

Coal Handling Plant(CHP), mine development & operation (Phase-II), the fixed infrastructure facilities and progressive and final Mine Closure activities.”

A. Phase- I:

- i. Carrying out Civil Survey and Differential Global Positioning System (DGPS) Survey for demarcating
 - a) block boundary, erecting boundary pillars and Site and topographic Survey including contouring;
 - b) all type of Forest land in the coal block area, verification as per statute and preparation of land schedules and forest maps for clearance and pillaring as per requirement of Forest department/ UPRVUNL;
 - c) compensatory afforestation land and pillaring as per statute.
- ii. Carrying out Detailed Exploration & Drilling of 35,000m (estimated), Geophysical logging & analysis etc., as per modified Indian Standard Procedure (ISP), 2017/latest issued by the Government with preparation of Geological Report as per the guidelines of CMPDI/ MoC/any other ministry. The Geological report shall also deal the other minerals occurring in the coal block area.
- iii. Carrying out Geo technical investigation, Slope Stability Study, Hydro geological Investigation study and pumping test for obtaining aquifer parameters & make of water of the Mine and Preparation of reports thereof.
- iv. Preparation of Mining Plan including Mine closure plan (including revision thereof, periodical submission and approvals) as per the guidelines of MoC and obtaining approval. Preparation of Mining plan including Mine closure plan for minerals other than coal and obtaining approval from State Mines & Geology department, IBM, Ministry of Mines, MoC or any other concerned authorities for such minerals.
- v. Obtaining Mining lease for minerals other than coal in favour of UPRVUNL, if required as mining of Minor Minerals shall be subject to the requirements of the Minor Mineral Concession Rules of the State Government.
- vi. Carrying out Socio-Economic Impact Assessment (SIA) study, Land use pattern study& EIA/EMP study and preparation of Reports thereof, conducting Public hearing(s), appraising EAC and carrying out all incidental works for obtaining Environment clearance.
- vii. All Pre Developmental Clearances such as Forestry Stage-I and Stage-II Clearances (including identification and aquisition of land/degraded forest land for compensatory afforestation), Environmental Clearance, for coal and minerals other than coal Notifications under CBA (A&D) Act 1957, NOC from Central Ground Water Authority, NOC for using ground water and surface water including mines seepage water, Tree felling permission, permission from PESO for HSD storage, permission from PESO/any other govt authority/organization for storage and use of explosives, approval from Ministry

of Tribal Affairs, hazardous waste authorization(HWA) and other approvals from SPCB, Airport Authority of India Clearance and any other clearances/ approvals/ permissions etc., complete required for commissioning of mines shall be obtained by MDO. UPRVUNL as the Principal Owner of the mine will extend all the necessary support to MDO in fulfilling the statutory requirements by MDO on best endeavour basis. The detail scope of work shall be as described in schedule- T.

Note:

- a. Certain activities covered above are carried out by UPRVUNL and are furnished in the **Schedule U**. The MDO after due diligence may use those studies/ data/ permissions and consider it while quoting. However, any of the above activities to be updated/ validated/ re-obtained are to be carried out by MDO at his own cost.
- b. After completion of Phase-I Activities, subject to approval of feasibility of the coal block by UPRVUNL, commitment for Phase-II activities shall be made by UPRVUNL. In case, the Saharpur Jamarpani coal block is not feasible, UPRVUNL reserves the right to foreclose/ terminate the Agreement without forfeiture of the Performance Security and additional performance guarantee, if any, deposited with UPRVUNL. The payment shall be made to the extent of work done in Phase-I as “**exit fee**” and the bidder/ contractor shall not claim any further compensation.
- c. Similarly, after completion of Phase-I Activities, subject to approval of feasibility of the coal block by UPRVUNL if it is assessed by the Mine Developer and Operator that the Project is not viable for the Mine Developer and Operator with the Mining Charge to be received, the Mine Developer and Operator may foreclose/ terminate the Agreement without forfeiture of the Performance Security and additional performance guarantee, if any, deposited with UPRVUNL. The payment shall be made to the extent of work done in Phase-I as per the Agreement as “**exit fee**” and the bidder/ contractor shall not claim any further compensation.
- d. In either case, the reports submitted to UPRVUNL by the Mine Developer and Operator shall be the property of UPRVUNL.
- e. The “**exit fee**” towards phase-I activities shall remain firm and shall not be revised to reflect the variation in Price Index. It is hereby clarified that the UPRVUNL shall not be liable to pay any additional amount to the Mine Developer and Operator other than the “**exit fee**”
- f. The provision to foreclose/ terminate the Agreement for either Party shall be valid only for the duration of 60 (sixty) days from the date of submission of approved Mining Plan or date of approval/acceptance of Feasibility Report/ Detailed Project Report by competent Authority of UPRVUNL, whichever is later. If neither Party exercises its right to foreclose/ terminate the Agreement within the stipulated time period of 60 (sixty) days, this Agreement shall continue to be in full force and effect.

B. Phase- II (including Additional Activities):

- viii. The Scope includes all incidental works required for
 - a. obtaining approvals/permits/consents to Establish & consents to Operate required for the project;
 - b. obtaining exemption under Contract Labour (Regulation & Abolition) Act, 1970 for UPRVUNL and for the MDO;
 - c. development of the mines (prior to coal production start date, box cut and creation of mine entry) including tree cutting, clearing of bushes, forward area preparation and other preparatory works incidental for commencing excavation;
 - d. mobilization of men, machinery, creation of other infrastructure required for commencement of mining;
 - e. successful operation of mine, delivery of coal and other minerals including progressive and final mine closure activities.
- ix. Obtain, comply with, ensure with all Applicable Permits, statutory obligations and Applicable Laws, Mines Act 1952, Coal Mines Regulations, DGMS, Coal Controller, MoEF&CC Stipulations, Contract Labour (Regulation & Abolition) Act 1970, Coal Mines Provident Fund Act 1948 etc., required for Development, Operation and Maintenance of Mines.
- x. Obtain Consent to establish, Consent to operate, Permission for opening of Mine from DGMS, CCO and any other permissions/clearances required from various statutory Authorities for operation of mine.
- xi. Development of the Mines, infrastructure on the site specified in Schedule-A, in accordance with the provisions and conforming to the Specifications and Standards and as per the approved Mining Plan and guidelines issued by Mine in-charge.
- xii. UPRUVNL as principal owner of the mine will extend all necessary support to MDO in obtaining these permits/ clearances/ approvals on best endeavour basis.
- xiii. Mining of ROM coal, loading and transportation of coal from the coal face to the Coal depot, stockpiling, loading of coal to end users by Mechanized means at Coal depot/ railway siding, conveying of coal from coal depots to loading Silo and loading into the Wagons at the designated Railway Siding near Saharpur Jamarpani Mine Site, built, operate and maintain the Fixed Infrastructure Facilities including all spares and consumables as well as capital replacement, etc required during the Term of the Agreement; If the approved Mining Plan warrants, MDO shall adopt In-Pit Crushing and Conveying System to convey the coal from Mine pit to the coal depot.
- xiv. Drilling for blasting in OB, carrying out blasting, Excavation of OB and transportation to OB dumping locations as per the Mining Plan and instructions of the Mine Incharge. The deployment of mining equipment, ancillary & support equipment in the mines shall be as per approved Mining Plan(s) of both coal and other minerals.
- xv. Segregated excavation of minerals other than coal (basalt, sandstone etc.) from OB, transportation to designated dump sites/ mineral stockyard(s) as per this

agreement, approved Mining plan and instructions of Mine in-charge and quoted base mining charge includes the above activities of segregated excavation of minerals other than coal. MDO shall sell the Basalt and minerals other than coal on behalf of UPRVUNL and for effective sale of minor mineral (Basalt & sandstone etc.), 20% of realized sale value of minor mineral (Basalt & sandstone etc.,) will be paid to MDO as incentive.

- xvi. Explosives are to be procured/ arranged by the MDO for blasting in mines. The storage facility/ magazine (if required) shall be constructed by the MDO at designated place. UPRVUNL (as the principal owner) will assist the MDO for obtaining the necessary licenses/approvals required for construction of magazine, procuring the explosives and accessories. The detailed operation of procurement of explosive and blasting shall be as described in schedule-T.
- xvii. Cost of the land/Net present value of such land to be acquired (all type of land like Government land or Forest land, Tenancy land, land occupied by squatters or encroachers), shall be borne by MDO. The title of the land shall vest with UPRVUNL. The MDO shall undertake all activities related to land acquisition, obtaining physical possession of land (within and outside the mine lease boundary) required for the entire coal mine area, external OB dump, Railway siding, CHP & Silo, approach road, coal transportation road, R&R colony, diversion and construction of roads, UPRVUNL's Residential Complex & Colony, compensatory afforestation and any other infrastructures as directed by UPRVUNL. The detailed scope of work for land acquisition shall be as described in Schedule -T.
- xviii. The MDO shall carry out eviction/ resettlement, if any, of all the stone quarries and crushers located in the coal block area at his own cost and expense.
- xix. MDO shall prepare R&R plan in consultation with UPRVUNL. The MDO shall obtain approval of the R&R plan from concerned govt. authority on behalf of UPRVUNL. The MDO shall identify land required for construction of R&R colony, acquire the land required for R&R colony, obtain physical possession of land required for R&R colony, construct the R&R colony, shift the PAFs to R&R colony and implement the approved R&R plan.
- xx. Obligated for employment of PAPs/compensation in lieu of employment in accordance with the R&R plan approved by Govt. of Jharkhand.
- xxi. Construction and maintenance of approach road, coal transportation road, Haul Road etc.
- xxii. The MDO shall make necessary arrangement for drawing power from DISCOM/ nearest available State Electricity Board (SEB) substation/ Jharkhand Bijli Vitran Nigam Limited (JBVNL). The scope shall include stepping down the voltage for the required level from the SEB sub station, extension of power supply, survey, laying of 2 numbers of power transmission lines on separate poles, civil works related to construction of Main Project sub-station, procurement, operation and maintenance of breaker panels, switchgear and associated electrical equipment etc., complete for meeting the electrical power requirement of the MDO& UPRVUNL for operating different loads in the project. The MDO shall carry out electrical distribution and reticulation etc.,

complete for the project including but not limited to Mine, CHP, Silo, Designated railway Siding etc. The MDO shall carry out arrangement of lighting, communication facilities etc., complete for the project including but not limited to Mine, CHP, Railway Siding, approach roads and coal transportation road etc.

- xxiii. Pumping and drainage of Mine water (ground water & storm water), design and construction of embankment/ flood protection bund around water bodies/ diverted water bodies/ nalas/ streams as per Hydro-geological investigation report, Nala diversion study and Mining plan(s).
- xxiv. Construction of Civil and other related infrastructure facilities (including statutory mine facilities, industrial as well as residential & non-residential buildings for MDO), fire-fighting arrangement, and any other Mine & associated infrastructure construction for successful operation of Mine.
- xxv. The scope of MDO also includes the procuring land and construction of UPRVUNL's Local Office/Administrative Building and Residential Colony with necessary project facilities including land acquisition.
- xxvi. UPRVUNL will be responsible to make available the diesel upto the permissible diesel quantity for the entire mining operation including excavation of OB and transportation, excavation/ extraction of coal and hauling & Delivery of Coal to the designated coal stockyards/coal depot, pumping, drilling, ancillary & support activities, reclamation, Mine closure etc., until completion of closure of Mine as detailed in Article 29;
- xxvii. CHP, Haulage and Loading: The MDO shall design, construct the Coal handling system comprising conveyors, loading arrangements, Silo and rapid loading system and other infrastructure facilities like Electrical substation, roads, bridges, buildings etc., complete to transport coal from Coal Stockyard/ coal depot to the Delivery point. Detailed engineering for the CHP, conveyor system, Silo with rapid loading system etc., shall be carried out by the MDO through reputed agencies. For detailed description, MDO shall refer Schedule-D and Schedule-T.
- xxviii. The MDO shall convey the coal through conveyor system from coal depot to loading Silo and loading into the Wagons at the designated railway siding near Saharpur Jamarpani Mine Site by utilizing the CHP, Silo and related facilities. If the approved Mining Plan warrants, MDO shall adopt In-Pit Crushing and Conveying System to convey the coal from Mine pit to the coal depot. The cost of construction, Operation and Maintenance cost, power cost, all spares and consumables as well as capital replacement for the In-Pit Crushing and Conveying System shall be included in the Base Mining Charge.
- xxix. The Operation & Maintenance (O&M) of infrastructures as specified in sub clause xxvi above including all spares and consumables as well as capital replacement as per the provisions of Coal Mining Agreement. The MDO shall be responsible for receiving coal at coal stockyard, conveying, loading in to the Silo, loading in to the wagons as per the provisions of Coal Mining Agreement.
- xxx. The Construction of Temporary Railway Siding / improvements at Harinsing Railway Station for dispatch of coal and minerals other than coal including

wharf wall loading platform until commissioning of Designated Railway Siding shall be the responsibility of the MDO. Loading of coal into Railway Wagon from the Wharf Wall loading platform shall be acceptable mechanical means. Mechanical means of loading arrangements shall be adopted by the MDO for loading of coal into Railway Wagon from the Wharf Wall loading platform.

- xxxi. Designated Railway siding: The MDO shall construct railway siding near the mine site to dispatch coal to end users. The location, design etc., of the Designated railway Siding shall be finalized by MDO in consultation with UPRVUNL. The MDO shall engage M/s. RITES Ltd (RITES)/ M/s. Rail Vikas Nigam Limited (RVNL)/ M/s. Ircon International Limited (IRCON) or other railway approved govt. agencies for preparation of Conceptual report, Feasibility study report, Detailed Project report of the railway siding. The Designated railway Siding shall have Rapid loading system (Silos). The MDO shall bear the O&M cost of Designated railway Siding as per the requirements of Indian Railways. For detailed description, MDO shall refer Schedule-D and Schedule-T.
- xxxii. After completion of construction of the designated railway siding, in the event of non commissioning of any one of CHP or Conveyors or Silo etc., or in the event of breakdown of any of them, as per directives of Mine in-charge, MDO has to transport ROM coal from pit head coal stockyard/ coal depots and load coal into wagons at designated railway siding.
- xxxiii. The MDO shall undertake the diversion of state highways, national highways and other public roads.
- xxxiv. The MDO shall undertake diversion of nalas/ streams/any other water Bodies in the coal block area as per EIA- EMP report approved by MoEF&CC/ approved nala diversion study report/ Mining plan/ as directed by UPRVUNL.
- xxxv. The MDO shall undertake the shifting of power line/cables, water pipes and telephone lines/cables and any other utilities which causes obstruction for mine operation. The cost of such diversion/shifting shall be borne by MDO.
- xxxvi. The MDO shall perform all activities related to (Concurrent) Progressive Mine Closure (PMCP), Final Mine Closure (FMCP), physical and biological reclamation including re-handling of OB(if any) as per the approved Mining plan, Mine Closure Plan and final EC or directives of Mine in-charge.
- xxxvii. Operation and maintenance of Mine in accordance with the provisions of this Agreement.
- xxxviii. The MDO shall carry out any other scientific studies required for the project/such studies required by the statutory authorities. Compliance of all the conditions imposed in EC, FC, CTE, CTO and similar statutory approvals/ permissions/ grants shall be under the scope of MDO. Any statutory fees, remittance, levies in obtaining those statutory approvals/ permissions/ grants shall be borne by the MDO.
- xxxix. Performance and fulfillment of all other obligations of the Mine Developer and Operator in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Mine Developer and Operator under this Agreement;

- xl. Any and all other works and activities which are not specifically stated herein above but can be reasonably inferred from above.
 - xli. **Carrying coal to Harinsing siding by road and loading into railway wagon:** Till the construction of Pit head CHP, conveyor system, construction of the designated railway siding and Silo loading system, MDO shall transport coal from Saharpur Jamarpani Mine to Haringsing railway siding and then load in to the wagons as per the provisions of Coal Mining Agreement. The MDO shall required to transport coal to Harinsing Siding initially until establishment of the Designated Railway siding at the site. Diesel shall not be made available by UPRVUNL for carrying of coal from Saharpur Jamarpani Mine to Harinsing railway siding and loading in to wagons.
- 9.1 No charges shall be payable separately by UPRVUNL for the scope of the works of this Agreement and the quoted Mining charges and Additional Charges shall be inclusive of above works. The quoted Mining Charge shall include carrying of coal from Saharpur Jamarpani mines to Harinsing railway siding and loading of coal to the wagon.
 - 9.2 The detailed scope of work is furnished in Articles and Schedules (Volume 2 of the tender document).

The scope of works elaborated under the Articles and Schedules are not conclusive scope of activities expected to be performed by MDO. Any other incidental works which are necessary for development, production, dispatch of coal etc., shall be carried out by MDO unless otherwise specifically mentioned under the scope of UPRVUNL. Any other activity which is necessary for discharging obligations of MDO under this Agreement and to fulfill statutory requirements is deemed to be included in the scope of MDO for reliable and efficient Mine Development and Operation unless specifically excluded in this Agreement.

10.0 **Contract Period & Time Schedule:**

- 10.1 "Contract Period" shall mean the period.(i) of 44 years starting on and from the LOA Date or (ii) till the Life of Mine (LOM) or(iii) till expiry / termination of the Mining lease or (iv) till termination of Allotment Agreement, or (v) till the date of termination of this agreement by UPRVUNL and discharge of all obligations under this agreement whichever occurs earlier;

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

- 10.2 The detailed Time Schedule is indicated in Schedule-G of the Draft Coal Mining Agreement of Tender document.

11.0 **SPECIAL NOTE AND INFORMATION REGARDING TENDER**

- 11.1 All other terms and conditions along with technical details, regarding Qualifying requirements, Time schedule, validity of Bid and Instruction to Bidders, etc. are contained in Tender documents.
- 11.2 Any offer received after the expiry of the time specified for receiving the offers is liable for rejection.
- 11.3 NLCIL /UPRVUNL reserves the right to reject any bid or all bids received at its

- discretion without assigning any reason what so ever.
- 11.4 Consortium Member/JV Partner of a bidder for this tender cannot be a bidder or a member in any other Consortium/ JV Partner for this tender.
 - 11.5 NLCIL /UPRVUNL shall not be responsible for any delay, loss or non-receipt of the document, any letter which is sent through post/courier/e-mail either way.
 - 11.6 The bidders shall send the Physical forms in sealed cover [(Power of Attorney (Annexure-4 or 5 as applicable), Notarised copy of the Joint Venture Agreement (if applicable), Letter of Undertaking (if applicable), Consortium Operating Agreement (Annexure-8, if applicable), Joint Operating Agreement (Annexure-9) and Affidavit (Annexure-10)] under Part –I by registered post, Speed post, courier or submitting in person. All the Physical forms as above in sealed cover shall be submitted on or before the Date & Time indicated in the Schedule of Tender. Bids submitted by Fax/Email will not be accepted. The NLCIL /UPRVUNL shall not entertain any request by the Bidder to collect the bid proposals from airlines or cargo agents, etc.
 - 11.7 Tender Documents consist of Volume-1 (Notice Inviting Bid and Instruction to Bidders) and Volume-2 (Draft Coal Mining Agreement).
 - 11.8 The Micro and small scale Units registered under single point registration scheme of the NSIC/ covered under MSMED Act,2006/MSME are exempted from payment of Tender fee, provided that the request for the same is received in time with a copy of valid certificate of registration with UAM No. and the product range mentioned in the certificate is the same or similar to our requirements. Copies of necessary certificates duly attested by any Notary public (or) Gazetted Officers (or) practicing Chartered Accountant with seal and date shall only be accepted.
 - 11.9 They are also are exempted from furnishing Bid Guarantee, provided that such Micro and Small Scale Units are registered under single point registration scheme of NSIC/covered under MSMED Act, 2006/MSME and the same is valid on the scheduled date of tender opening and the product range mentioned in the certificate is the same or similar to our requirements.


CHIEF GENERAL MANAGER/CONTRACTS