

AUCTION OF COAL MINES FOR SALE OF COAL

(13TH TRANCHE OF AUCTION UNDER THE COAL MINES (SPECIAL PROVISIONS) ACT, 2015)

(3RD TRANCHE OF AUCTION UNDER THE MINES AND MINERAL (DEVELOPMENT AND REGULATIONS) ACT, 1957)

Queries & Responses

Pursuant to Standard Tender Document dated October 12, 2021

November 26, 2021

Nominated Authority

Ministry of Coal, Government of India

A. Queries and Responses to Standard Tender Document dated October 12, 2021

The following clarifications are applicable to the Standard Tender Document dated October 12, 2021 as well as to mine-specific Tender Documents dated October 12, 2021 pursuant to auction under 13th Tranche of auction under the CMSP Act 2015 & auction under 3rd Tranche of auction under the MMDR Act 1957.

Sl. No.	Query	Response
1.	<p>Tender Document Clause 1.1.36 – Mine Dossier</p> <p>A. The coal blocks under MMDR Act where exploration has not been conducted or partial exploration has been conducted or only Regional Exploration has been conducted, the non-refundable fees charged for the Mine Dossier shall be kept at nominal or Rs. One Lakh only or the cost of printing the documents, etc. whichever is lower. Also, mine dossier fee should be charged only once per tranche from the Bidder who ever has purchased dossier even if that mine comes for auction under multiple attempts in the same tranche.</p> <p>B. In the given bidding time schedule, the bidder cannot conduct the detailed investigations to check all the information provided as per mine dossier, hence is primarily dependent on the mine dossier provided and therefore it is requested to provide the reps & warranties for mine dossier.</p>	<p>A. As per Clause 3.2.1 of the Tender Document, each Bidder shall be required to make a non-refundable payment of INR 5,00,000 (Indian Rupees Five Lakh) with respect to each Bid in the tender process.</p> <p>B. It may be noted that the Mine Dossier of the Coal Mine is being provided only as a preliminary reference document to the prospective Bidders, who are expected to carry out their own surveys, investigations and other detailed examination of the Coal Mine before submitting their Bids. Nothing contained in the Mine Dossier shall be binding on the Nominated Authority nor confer any right on the Bidders, and the Nominated Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Mine Dossier.</p>
2.	<p>Tender Document Clause 3.3.2 (b) II – Determination of Qualified Bidders</p> <p>a. In case of single bids, the auction process should be concluded in</p>	<p>A&B. The provisions of the tender document shall apply.</p>

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	<p>the 1st attempt itself at the revenue share of Initial Offer + 0.5% because the overall process of auctioning the mine, and subsequently mine development and production, gets delayed.</p> <p>b. The provision should be deleted and all the parties should be allowed to participate in electronic auction. To encourage competitive bidding in the spirit of e-auctions, all the Eligible Bidders should be qualified for participating in electronic auctions and shall be eligible to submit Final Offer</p>	<p>As per Clause 3.3.2 (b)(II)(ii) of the Tender Document, in the event that there are less than 2 Technically Qualified Bidders, then no Technically Qualified Bidder shall be considered to be a Qualified Bidder, and the tender process for the Coal Mine shall stand annulled</p>
3.	<p>Tender Document Clause 3.3.2 (h) – Payments by the Successful Bidder</p> <p>a. Are there any more amounts to be paid / guarantees to be furnished other than the 4 mentioned below:</p> <ul style="list-style-type: none"> • Bid Security • Performance security • Upfront amount • Fixed amount <p>b. When do the successful bidder / allottee has to pay the fixed amount</p> <p>c. How will the fixed amount gets adjusted against payments due to the local state Govt / Govt of India</p> <p>d. Fixed Amount to be paid towards mine infrastructure should be payable after physical verification and diligence / impairment test; Please advise</p> <p>e. What happens if a major dispute arises in regard to expenditure claimed to have been incurred by the prior allottee on the mine, vis-a vis admitted by the new allottee.</p> <p>f. The mine is closed since last 5 years and the existing infrastructures and machineries are not in proper conditions. (i.e. Not usable) In above conditions, shall successful bidders reduce the Fixed amount which claimed by ex-lessee.</p>	<p>A In addition to the payment/guarantees mentioned, the bidder has to make monthly payments as per the provisions of the tender document and any other payments as per the applicable laws.</p> <p>B. Fixed amount shall be payable upon signing of the Agreement.</p> <p>C. Fixed amount shall not be adjusted against payments due to the local state Govt / Govt of India. Only upfront amount shall be adjusted as per the provisions of the Tender Document.</p> <p>D-F. Fixed Amount shall be payable as per Clause 3.3.2 (h)(ii) of the Tender Document. The Fixed Amount is based on the available information and the assessment made by the Competent Authority and is subject to final settlement. Any upward revision in the Fixed Amount on a subsequent date by the Government or the Nominated Authority consequent upon any process or on the orders of any competent court of law, shall also be payable by the Successful Bidder. Additionally, in case of any downward revision in the Fixed Amount on a subsequent date by the Government or the Nominated Authority, the same would be refunded by the Nominated Authority to the Successful Bidder. Any dispute resolution shall be subject to the Act.</p>

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4.	<p>Tender Document Clause 3.3.2 (h) – Payments by the Successful Bidder</p> <p>a. What is the schedule of payment?</p> <p>b. The such payment to pay directly either Government or Ex lessee.</p> <p>c. What is the evaluate method of such claimed cost</p> <p>d. Kindly confirm if the above amounts are inclusive of GST.</p> <p>e. We understand that a detailed valuation exercise would have been done to arrive at the fixed amount estimates under the categories of Land, Movable assets and Geological report preparation.</p> <p>The entire valuation report along with the comprehensive list of assets should be provided. Detailed breakup of each item under fixed amount to be provided</p> <p>f. We assume that a detailed valuation exercise would have been carried out to arrive at the fixed amount estimates under the categories of Land, mine infra and Geological report preparation. The entire valuation report along with the comprehensive list of assets should be provided as the same is not provided in the mine dossier. This will bring more clarity on what amount the successful bidder should pay for fixed Infrastructure, land records, R&R records and an asset register including any other details relevant to the mine so as to have a better visibility on overall fixed amount wrt the Land, R&R, mine infra & GR report.</p> <p>Foot note 2 of UPFRONT AMOUNT, ESTIMATED EXPLORATION</p>	<p>A. On signing the Agreement, the Successful Bidder, within prescribed time period, shall submit to the Nominated Authority the performance security, fixed amount and 1st instalment of upfront amount. Upfront Amount and Fixed Amount shall be payable as provided in the Tender Document.</p> <p>B. The payment shall be made to the Nominated Authority.</p> <p>C. Performance Security shall be computed as per clause 7.1 of the Tender Document. Upfront Amount shall be computed as per Clause 3.9.1 of the Tender Document. Fixed Amount shall be payable as per Clause 3.3.2 (h)(ii) of the Tender Document.</p> <p>D. Wherever GST is included, the same has been mentioned in the tender document. Upfront Amount, Performance Security, Fixed Amount (wherever GST is not mentioned) is exclusive of GST which shall be payable as applicable.</p> <p>E. Valuation has been carried out by independent agency for Land and Mine Infrastructure. Valuation report for all the coal mines shall be uploaded on the MSTC platform in the respective mine dossiers, as applicable.</p> <p>F. The Fixed Amount is based on the available information and the assessment made by the Competent Authority and is subject to final settlement. Any upward revision in the Fixed Amount on a subsequent date by the Government or the Nominated Authority consequent upon any process or on the orders of any competent court of law, shall also be payable by the Successful Bidder. Additionally, in case of any downward revision in the Fixed</p>

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	<p style="text-align: center;">EXPENSE, BID SECURITY & FIXED AMOUNT</p> <p>As per the judgement dated March 09, 2017, delivered by Hon’ble High Court of Delhi in W.P. (C) 973/2015 and connected matters, leasehold rights in the land or surface rights qua the land, may have a value and could possibly be included in mine infrastructure. It may be noted that Ministry of Coal is formulating a methodology for determining the value of leasehold rights in the land or surface rights qua the land. The above mentioned value of mine infrastructure does not include the value of leasehold rights in the land or surface rights qua the land. The same shall be informed to the Bidders/ Successful Bidder, as the case may be, subsequently and shall be payable by the Successful Bidder upon communication of the same.</p> <p>Further, in accordance with the said judgement, the value of mine infrastructure and freehold land may undergo a revision based on actual date of issuance of Vesting Order.</p> <p>Please provide the details, if any, during the bidding stage for the better computation of our estimates.</p>	<p>Amount on a subsequent date by the Government or the Nominated Authority, the same would be refunded by the Nominated Authority to the Successful Bidder.</p>
5.	<p>Tender Document Clause 3.4 – Tests of Responsiveness</p> <p>It is suggested to consider one chance to the bidders for correcting any deficiency in the submitted documents</p>	<p>As per Clause 3.4 of the Standard Tender Document.</p>
6.	<p>Tender Document Clause 3.8 – Schedule of the Tender Process</p> <p>a. The IPO bid due date should be deferred by minimum one month. Other timelines should be extended proportionately. The bid process has been initiated during the festive period in most of the country due to which diligence efforts have been limited. Moreover, these dates also coincide with CIL linkage auctions which will take management bandwidth of several likely</p>	<p>A&B. The schedule of the auction process has been uploaded on the MSTC Platform. In case of revision in the timelines, the updated schedule will be uploaded on the MSTC website.</p>

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	<p>bidders.</p> <p>b. Due to certain unavoidable situations due to COVID-19 related restriction in travel activities and continuous holidays due Dussehra and Deepavali , it will be difficult for us to make proper assessment of coal mines in such shorter time and to participate in the auction before schedule bid due date i.e 14.12.2021. Hence it is requested to extend the Bid Due Date and related prior activities by at least Three to Four Weeks.</p>	
7.	<p>Tender Document Clause 3.9 – Value of Estimated Geological Reserves and Upfront Amount</p> <p>A. Any upfront payment estimation and reserve price to be done after clarification of actual mine boundary Vs approved mining plan boundary. What is the discrepancy here?</p> <p>B. When do the successful bidder / allottee has to pay the upfront amount?</p> <p>C. How will it get adjusted against payments due to the local state Govt / Govt of India?</p> <p>D. Geological reserves are not true representation of the mine potential and Successful Bidder would be able to benefit only from the extractable reserves. As per Clause 9.4 of CMDPA, Upfront amount is adjustable against the Monthly Payments while Monthly Payments are payable for the coal extracted. Hence, Upfront Amount should be calculated and charged only for Extractable Reserves.</p>	<p>A.Upfront Amount and the reserve price shall be as provided in the tender document.</p> <p>B. The Upfront Amount shall be payable by the Successful Bidder in four equal instalments of 25% each in accordance with Clause 3.9.2 of the Standard Tender Document</p> <p>C. Adjustment of Upfront Amount towards Monthly Payments shall be on a monthly basis i.e. maximum 50% of the Monthly Payment for the month to be paid by the Successful Bidder shall be adjusted against Upfront Amount and would be reconciled at the end of the year. It is clarified that Upfront Amount shall not be adjusted against other statutory dues including taxes, levies, royalty, contribution to NMET and DMF, etc. and these shall be payable as per Applicable Law.</p> <p>D As per the provisions of the Tender Document.</p>
8.	<p>Tender Document Clause 3.9 – Value of Estimated Geological Reserves and Upfront Amount</p>	<p>Upfront Amount shall be as per Clause 3.9 of the Tender Document, based on the Value of Estimated Geological Reserves of the Coal Mine.</p>

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	<p>The document & clause mentions about the “Reserve” but considers the entire “Resource” while calculating the Upfront Amount. First, we must understand the difference between the “Reserves & Resource”. When we use the terminology “Reserve”, that means, the economically exploitable reserves are being considered. This is a globally accepted principle.</p> <p>It is important to state that based on the current experience and as per recently prepared Mine Plans deploying latest technology, opencast mines have been planned upto 300m depth. Going deeper will result into higher stripping ratios which may not be economically viable and invite serious issues like slope stability, adverse working environment at lower benches, high lead-lift for dumpers, etc. Normally OC mining is done upto max 300m depth depending upon the geo-mining conditions. Also, a coal block may have huge geological resource but may have much lower “Reserves” which could be converted into a mine. A geological resource within a coal block could have included multiple unworkable horizons and coal seams occurring at greater depths i.e. Beyond 300m which shall never be mined by any method. Underground mining is viable only when favourable thickness of seams are available with better grades of coal to justify the investment and longer gestation period. A differentiation between “Resource” and “Reserves” is important and this is as per the Internationally accepted practice to include only economically mineable reserves. Hence, Upfront payment calculation should be considered for Reserves/mineable reserves up-to max of 300m depth.</p> <p>The clause should be amended as below:</p> <p>.... The Upfront Amount shall be estimated as follows: Equivalent to 0.25% (zero-point twenty five percent) of the Value of Estimated Geological Reserves of economic value from the Coal Mine, subject to following ceiling conditions:</p>	

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	<p>----CMPDI will furnish the Estimated Reserves for each coal block.</p>	
9.	<p>Tender Document Clause 3.9.3 – Value of Estimated Geological Reserves and Upfront Amount</p> <p>It is requested that the bidder may be allowed to adjust the full monthly payment against the Upfront Amount each month. The adjustment of upfront amount each month shall be allowed upto 100% of aggregate Monthly Payments.</p>	<p>As per Clause 3.9.3 of the tender document. Any adjustment of Upfront Amount against the Monthly Payments shall not exceed 50% of aggregate Monthly Payments for the year.</p>
10.	<p>Tender Document Clause 3.10 – Periodic Payments by the Successful Bidder</p> <p>a. We understand that Successful Bidder has to pay Monthly Payments on sale invoice value of ROM coal and not on other services provided by Successful Bidder such as Crushing charges, Loading & Hauling, Delivery charges. Washing charges or any other value added services provided.</p> <p>Monthly Payments shall be based on ROM coal grade even when the ROM coal is beneficiated and the beneficiated coal is delivered from the mining lease area.</p> <p>Therefore, the clause 3.10.1 should be amended as below:</p> <p>.... (ii) Actual Price shall mean the sale invoice value of ROM coal, net of statutory dues including taxes, levies, royalty, contribution to NMET and DMF etc. and excluding charges for other services such as crushing, loading, hauling, washing etc.....</p> <p>Revenue share shall be based on value of ROM coal extracted by Successful Bidder and not be applicable on any other additional services provided by Successful Bidder.</p>	<p>A. As per Clause 3.10.1 of the Tender Document, Actual Price shall mean the sale invoice value of coal, net of statutory dues including taxes, levies, royalty, contribution to NMET and DMF etc. Accordingly, the actual price shall be excluding other charges like crushing charge, transportation charge. Royalty and all other statutory duties, levies etc shall be as per Applicable Laws. Monthly Payments shall be made in the same manner as royalty is paid i.e. Monthly Payment shall be made on the quantity and grade of coal for which royalty is paid by washeries as per Rules during the month.</p>

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	<p>As in case of CIL, Royalties, DMF and NMET are calculated basis CIL Notified price of coal and not on Crushing charges, Surface Transportation Charges and other services provided by CIL.</p> <p>b. As per Clause 3.10.1 of the STD, the Successful Bidder is required to pay revenue on monthly basis to the State Government which is determined on the basis of product of Final Offer, Total quantity of coal on which the statutory royalty is payable during the month, and Notional Price or Actual Price whichever is higher.</p> <p>But there is no clarity in the STD in cases where the actual grade of coal in the mine is lower than what is declared by the Nominated Authority/ Ministry of Coal.</p> <p>c. We understand that computation of Monthly Payments is based on the actual grade of coal sold to the consumers based on Quality Report for each shipment or transaction and not the average grade of the coal block declared by CCO.</p> <p>Kindly also clarify when the obligation of payment of Monthly Payment cease to exist.</p> <p>It should also be clarified that in case there is no further Mineable Reserve remaining in the Mine, Successful Bidder shall not be obliged to make Monthly Payment.</p>	<p>B. It may be noted that the Mine Dossier of the Coal Mine is being provided only as a preliminary reference document to the prospective Bidders, who are expected to carry out their own surveys, investigations and other detailed examination of the Coal Mine before submitting their Bids. Nothing contained in the Mine Dossier shall be binding on the Nominated Authority nor confer any right on the Bidders, and the Nominated Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Mine Dossier. The payments shall be as per the provisions of the Tender Document. For the purpose of Monthly Payments, the relevant grade of coal shall be the grade of coal for which the statutory royalty is payable during the month. Grade Declaration of the Coal Mines shall be as per Applicable Law.</p> <p>C. For the purpose of Monthly Payments, the relevant grade of coal shall be the grade of coal for which the statutory royalty is payable during the month. Monthly Payments shall be payable in accordance with the terms of the Agreement</p>

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	<p>d. If successful bidder produces coal as per approved mine plan but unable to sale the complete production in the market due to various unavoidable circumstances. In such situations what would be the treatment on spilled over quantity.</p> <p>Illustration:</p> <p>10 Mt is the production in a year, 5 is the sold quantity on which royalty is accrued, but next year production is again 10 but 15 is sold and royalty accrued on that. Now questions is if revenue share is a function of Royalty and National coal index than</p> <ol style="list-style-type: none"> 1. If NCI increased/ decreased how the spilled over 50 quantity will be treated? 2. If royalty increases in next year whether that will be applicable on 50 additional quantity sold on second year or old royalty will be applicable on 50 3. Will the payable monthly installment on Notional price be adjusted during the next year 	<p>D. As per the terms of the tender document, monthly payment shall be made for the quantity on which royalty becomes payable. In case the bidder is unable to sell the coal produced, the monthly payment on the same shall accrue once the produced is sold and the royalty becomes payable. Adjustment in upfront amount shall accordingly be made out of monthly payments. Royalty and NCI shall be applicable of the date on which the sale is made.</p>
11.	<p>Tender Document Clause 3.12 – Incentive for Coal Gasification or Coal Liquefaction</p> <ol style="list-style-type: none"> 1. Currently, the incentive is 25% on the final bid price for coal quantities consumed for coal gasification or the Qty sold out for the specific purpose of coal gasification. <p>Considering the importance of coal gasification and Govt’s initiatives to promote such technologies, it is suggested that this incentive may be increased to 50% on the final bid price.</p> <ol style="list-style-type: none"> 2. a) The stage at which the successful bidder will have to seek 	<ol style="list-style-type: none"> 1. As per Clause 3.12 of the Standard Tender Document.

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	<p>this CCO's certification is not clear.</p> <p>b) The frequency in which the CCO's certification will be required, is also not mentioned.</p> <p>Suggestions:</p> <p>A. The Standard operating procedure (SOP) to be used by the Coal Controller's Organization (CCO) for the grant of such certification may be issued for providing clarity on incentive for Coal Gasification or Liquefaction</p> <p>B. Information on when the CCO's certificate will have to be sought may be provided – for example, before OR after the referred quantity of coal is consumed OR sold OR both</p> <p>C. Information on frequency/ validity period of the CCO's certification may be provided</p>	<p>2. As per Clause 3.12 of the Tender Document, the rebate will be applicable if the Successful Bidder consumes the coal produced from the Coal Mine either in its own plant(s) or plant of its holding, Subsidiary Company, Affiliate, Associate Company or sells the coal for Coal Gasification or Coal Liquefaction. Guidelines in this regard have been issued and have been uploaded on MSTC website as well as CCO's website.</p>
12.	<p>Tender Document Clause 5.2.1 – Change in Control or transfer subsequent to determination of Successful Bidder</p> <p>a. For fully explored mines, the lock-in period shall be till 1 year from the date of issuance of Vesting Order / Allocation Order.</p> <p>b. Bidder is Government company at the time of participation in auction and subsequently emerges as a Successful Bidder.</p> <p>May please clarify that Subsequent to 100% Strategic Disinvestment of Government Company by Government of India, whether any change in Control of the Successful Bidder or any transfer of the Coal Mine by the Successful Bidder is permitted</p>	<p>A&B. As per Clause 5.2.1 of the Standard Tender Document.</p> <p>Any change in control is permitted after the Lock-in Period. Change in Control of the Successful Bidder or transfer of the Coal Mine by the Successful Bidder during the Lock-in Period shall be permitted if such change in control is pursuant to an insolvency proceeding against the Successful Bidder under the Insolvency and Bankruptcy Code, 2016 or Applicable Laws or the transfer is pursuant to enforcement of security by any bank or financial institution in accordance with the terms of the Agreement and Applicable Laws, as the case may be.</p>
13.	<p>Tender Document Clause 5.6.2 – Exploitation of Coal Bed Methane</p> <p>The lease area is overlapped by CBM. Shall successful bidder use such</p>	<p>Both CBM mining lease and coal mining lease would be issued as per Applicable Law. In case of presence of CBM, the relevant guidelines of MoPNG shall be followed. As per Clause 5.6.2.1 of</p>

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	<p>lease for extraction of CBM in place of Coal.</p> <p>If yes, what is the criteria of production schedule and calculation of royalty</p>	<p>the Tender Document, the Successful Bidder shall report the existence of CBM to the Nominated Authority and other relevant authority i.e. MoPNG. Bidder will also state whether or not they want to commercially exploit CBM.</p>
14.	<p>Tender Document Clause 9.1 – Mandatory Work Program for Partially Explored Mines</p> <p>For Partially Explored blocks or where only Regional Exploration has been conducted, the bidder is required to undertake the exploration as per the Mandatory Work (Exploration) Programme. In case of technical constraints while undertaking exploration as per the above programme, the bidder may approach the Nominated Authority with an alternative/modified Work Program. The bidder should be allowed, in such a case, to adopt application of better & advanced technology to complete the Exploration which may involve lesser cost as compared to the Estimated Exploration Expenditure provided by CMPDI (as provided in Annexure-I). There should be no binding to equate the Exploration Expenditure equal the Estimated Exploration Expense (prepared by CMPDI) if we are able to save the cost based on the application of latest Technology.</p>	<p>As per Clause 9.1.1 of the Tender Document.</p>
15.	<p>Tender Document Clause 9.2 – Production Schedule for Fully Explored Mines</p> <p>Can the production of the mine be enhanced with the same EC, if the EC has already been obtained?</p>	<p>The production from the coal mine shall be as per the provisions of the Environmental Clearance and other applicable laws.</p>
16.	<p>Tender Document Clause 9.3 – Revision in Mining plan upon allocation</p> <p>Please confirm if the successful bidders will be allowed to reduce the PRC downwards for blocks. The PRC of the blocks being offered has typically been planned by the prior allottee's on the basis of requirements of their linked EUPs.</p>	<p>Upon allocation of the Coal Mine, the Mining Plan may be revised by the Successful Bidder, in accordance with the Guidelines for Preparation, Formulation, Submission, Processing, Scrutiny, Approval and Revision of Mining plan for the coal and lignite blocks issued vide Office Memorandum F. No. 34011/28/2019-CPAM dated May 29, 2020, as may be amended.</p>
17.	<p>Tender Document Clause 9.4 – Flexibility in Production</p>	<p>A-D. As per Clause 9.4 of the Tender Document. The condition of producing 65% of the peak rated capacity every year and 75% in a</p>

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	<p>a. Since the coal block is offered for commercial sale, Bidder can produce and sale based on the market condition. Hence minimum production requirement should be reasonable. If there is market, it would be in interest of Bidder to produce.</p> <p>The clause should be amended as below:</p> <p>In a financial year, the Successful Bidder shall produce coal not below 50% of scheduled production for that financial year as per the Mining Plan subject to the condition that in any 3 financial year block the Successful Bidder shall not produce coal less than 65% of scheduled production for the 3 financial year block as per the Mining Plan. Further, the three year average would calculated based on the current year and previous 2 year with respect to any year.</p> <p>b. Please confirm if the condition of producing 65% of the peak rated capacity every year and 75% in a three years period is only for the initial three years and not a rolling 3 years block requirement.</p> <p>c. Since the coal block is offered under commercial sale route, Bidder should have the flexibility of the production keeping the market condition in mind. Hence minimum production requirement should be considered @ 50% level. If there is market, it would be in interest of Bidder to produce accordingly.</p> <p>Further, a 3 years block should be considered on a rolling 3 years rolling basis with 65% of production? A Successful Bidder will produce coal as per the coal demand in the Market. Please advise</p> <p>d. Since the coal block is offered for commercial sale, Bidder can</p>	<p>three years period is a rolling 3 years block requirement</p>

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	produce and sell based on the market condition. Hence minimum production requirement should be reasonable. If there is market, it would be in the interest of Bidder to produce as much as the market supports	
18.	<p>Tender Document Clause 9.4.2 – Revenue payable to the Government in case of shortfall in coal production</p> <p>Which Representative Price shall be considered in case of shortfall in coal production for the 1 financial year period or 3 financial years period, for calculation of Revenue payable to GoI. Please clarify whether it will be Average of Representative Price for the respective shortfall period or it will be as per the latest Representative Price released by MoC</p>	As per Clause 16.2.2 of Agreement, the revenue share payable for shortfall quantity shall be computed on the basis of Notional Price arrived at after adjusting the Representative Price with sub-index of National Coal Index of the relevant basket of coal grade(s) for the relevant financial year/ block of 3 financial years as the case may be.
19.	<p>Tender Document Clause 9.5 – Relinquishment of Partially Explored Mine</p> <p>The bidder should also be allowed to relinquish the area of coal block which is not appearing to be promising after exploration by the bidder as per Mandatory Work Programme and this practice is adopted & accepted internationally.</p>	Relinquishment of Partially Explored Mine shall be in accordance with Clause 9.5 of the Tender Document
20.	<p>Tender Document Annexure V – Power of Attorney for Signing the Bid</p> <p>We understand that Power of Attorney for the signing of the bid can be provided to the Director of the SPV Company or employee of the Holding Company for authorising him to sign bid documents and all other such acts, deeds and things as are necessary or required in connection with or incidental to submission of bid and Power of Attorney holder need not mandatorily be employee of the Bidding Company.</p> <p>Bidders may participate in commercial coal auctions through SPV. It is difficult to set up employees in the SPV before bidding. Hence, employee of the Holding Company or Director of SPV shall also be provided Power of Attorney of SPV.</p>	As per Annexure V of the Tender Document, the Power of Attorney holder who is authorised to sign bid documents and all other such acts, deeds and things as are necessary or required in connection with or incidental to submission of bid shall be an employee of the Bidder.

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21.	<p>CMDPA Clause 5.2.1(a) – New Clause to be inserted</p> <p>In case of partially Mines, the tender document and CMDPA are silent on the adjustment to Upfront Amount and Performance Security if actual grade of Mineable coal is found to be lower than MoC declared grade upon completion of exploration and preparation of Geological Report.</p> <p>The following clause should be inserted:</p> <p>In case of Partially Explored Mines, if actual grade of Geological Reserves in the approved Geological Report (upon completion of Exploration) is found to be different than the Coal Grade at the time of auction, the value of Upfront Amount and Performance Security shall be adjusted considering the Grade of Geological Reserves as per approved Geological Report.</p>	<p>Upfront Amount is calculated as per Clause 1.1.32 of the Standard Tender Document and Clause 3.9.1 of Standard Tender Document. Performance Security is calculated in accordance with Clause 7 of the Standard Tender Document. Therefore, the grade and quantity of Geological Reserves shall be as per the Geological Report.</p>
22.	<p>CMDPA Clause 5.3.2.3 – Relinquishment of Partially Explored Mine</p> <ol style="list-style-type: none"> a. Bidder should be allowed to relinquish mine even if it doesn't complete Mandatory Work Program if it is established based on the part exploration that property is not technically feasible to exploit. b. Purpose of auctioning Partially Explored Block is to establish reserve and then undertake mining. In exploration, some areas may not have sufficient potential and hence relinquishment of Part area shall be allowed. <p>Upon detailed exploration Bidder if discovers that a part of block does not contain reserves or poorer quality reserves for which commercial mining is not viable (like Under Ground mining would be required at later stages of the Open Cast project) and Bidder does not intend to exploit those areas, then he should be allowed to relinquish or surrender that part of mine.</p>	<p>A&B. Relinquishment of Partially Explored Mine shall be in accordance with Clause 5.3 of the Agreement.</p>

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23.	<p>CMDPA Clause 6.1 – Performance Security</p> <p>a. How much is the performance security in each of the 4 blocks in Telangana mentioned here?</p> <p>b. Is bank guarantee acceptable?</p> <p>c. Is it adjustable against the payments due to local state Govt / Govt of India</p> <p>d. Kindly confirm that there is no GST applicable on the above</p> <p>e. Performance Security (PS) should be capped at Rs. 250 crore similar to Upfront Amount. Such high PS will hinder ability to invest and develop project and can prevent many companies from bidding.</p> <p>f. In case a JV Company is participating in the auction, can each JV partner submit separate bank guarantee in ratio of their respective shareholding or any one of the JV partner can provide the BG on behalf of JV?</p> <p>g. Please confirm that the one of the subsidiaries/parent of the bidder or third party can provide the bank guarantee on behalf of the bidder</p> <p>h. It is suggested to have Performance Security be capped similar to Upfront Amount which will facilitate the banks for the issuance.</p>	<p>A. Performance Security shall be payable in accordance with Clause 6 of the agreement.</p> <p>B. Yes.</p> <p>C. Performance Security is not adjustable against future payments.</p> <p>D-H. Performance Security shall be payable in accordance with Clause 6 of the agreement. Bank Guarantee should be provided by the bidder.</p>
24.	<p>CMDPA Clause 10 – Efficiency Parameters</p> <p>A. What exceptions/protections will be granted under the agreement to the Successful Bidder in the event of delay in</p>	<p>A-D. A successful bidder will have to comply with the efficiency parameters as provided in the Agreement. Any non-compliance with the Efficiency Parameters would result in appropriation of the Performance Security in the manner stipulated in Clause 6 of</p>

Sl. No.	Query	Response
	<p>achieving the Milestones of the Efficiency Parameters for genuine reasons and/or reasons not attributable to the Successful Bidder.</p> <p>B. It has been observed in past that despite of issuance of the Vesting Order by MoC through Nominated Authority in terms of Coal Mine Special Provision Act, the Government of Jharkhand (GoJ) executes a separate Registered Transfer Deed in favor of the successful bidder for transfer of the vested land and for that purpose, GoJ considers the present value of the land for ascertaining Stamp Duty and Registration Fee.</p> <p>Moreover, the process for execution of the transfer deed by GoJ takes substantial amount of time. Requested to clarify, whether the Zero Date of the Efficiency Parameter will be considered from any pre-determined date/ Date of Vesting Order or from the date of actual transfer of the vested land along with other statutory clearances in favor of the Successful Bidder.</p> <p>C. The Milestone mentioned under EFFICIENCY PARAMETER of the Coal Mine Development and Production Agreement (Schedule-E) are interlinked with each other and in absence of completion of any one of the Milestone the Next Cannot be achieved. (Example- for Forest clearance its mentioned 21 months from the DATE OF VESTING and for GRANT OF MINING LEASE 24 months from the date of vesting. In the event if there is a delay, not attributable to the Successful Bidder in getting the Forest Clearance, there will be subsequent delay in applying for Grant of Mining Lease as because in absence of FC the successful bidder cannot apply of Grant of ML)</p>	<p>the Agreement and in case where such noncompliance exceeds for more than three instances, such non-compliance may also result in termination of the Agreement as provided in Clause 26 of the Agreement.</p> <p>The conduct of mining operations at the Coal Mine shall be subject to the Efficiency Parameters and other provisions in the Agreement. In bona fide cases of delays not attributable to the Successful Bidder, the Nominated Authority will decide on case to case basis the extension of timeline in Efficiency Parameters. For the said purpose, the Nominated Authority may refer the matter to Scrutiny Committee which will consider the delay caused on case to case basis and furnish its recommendation to the Nominated Authority for taking a decision. Zero Date shall be the date of the Vesting Order.</p>

Sl. No.	Query	Response
	<p>MoC may consider restructuring of the EFFICIENCY PARAMETER in a manner so that the zero date for milestone are being considered from the date of completion of the previous milestone which is a prerequisite for achieving the next milestone.</p> <p>D. A successful bidder will have to comply with the efficiency parameters as provided in the Agreement. Any non-compliance with the Efficiency Parameters would result in appropriation of the Performance Security in the manner stipulated in Clause 6 of the Agreement and in case where such non-compliance exceeds for more than three instances, such non-compliance may also result in termination of the Agreement as provided in Clause 26 of the Agreement.</p> <p>In the event, non-compliance of achieving the efficiency parameters are due the reasons not attributable to the successful bidder then a provision of Force Majeure should apply so to protect the Bidder as well as the Agreement for a smooth development of coal block.</p>	
25.	<p>CMDPA Clause 11.2 – Authorisations</p> <p>The Successful Bidder has to obtain and maintain all Governmental Approvals required for conducting the mining operations at the Coal Mine and performing its obligations under this Agreement.</p> <p>Certain mines are located in areas with forest cover and geological difficulties which may attract imposition of additional conditions/obligations in various clearances, the cost of which may not be factored during the bidding stage.</p> <p>However, there is no provision in the CMDPA to cater the cost of</p>	<p>The Successful Bidder shall be responsible for obtaining clearance/ approvals etc. in accordance with Applicable Law, at its own costs.</p>

Sl. No.	Query	Response
	<p>imposition of additional conditions/obligations in any Governmental Approvals, if any, required by the authorities or change in law (For eg. – mining restrictions).</p> <p>As per Mine Summary published, certain mines have remark as to forest cover or presence of inviolated area etc. In such case Bidder must know possible financial obligations to value the asset.</p>	
26.	<p>CMDPA Clause 12 – CONTRACTORS AND SUB-CONTRACTORS</p> <p>A. The contractual arrangement is business confidential information between Owner and Contractor and thus should not be asked. MoC may take relevant declaration to comply with law.</p> <p>The office of Nominated Authority will be kept intimated about any such agreements and the Successful Bidder shall be allowed to ensure such engagement is in compliance with Law.</p> <p>These kinds of agreements are too confidential & sensitive in nature and should be avoided to be shared with any third party. MoC should only ask for details such as name of contractor engaged and safety related details such as number of people employed etc. Commercial details should not be asked in general.</p> <p>B. The contractual arrangement is business confidential information between Owner and sub-Contractor and thus please consider if a redacted versions without such information is submitted.</p> <p>C. The contractual arrangement is between Owner and sub-Contractor and these sub-contractors complying the terms of Agreement may be beyond their given scope. Therefore, those sub-contractors should not be liable for terms and conditions</p>	<p>A-C. As per Clause 12.1 of Agreement, Successful Bidder shall provide a duly certified copy of any agreement with any contractor in relation to the mining operations at the Coal Mine to the Nominated Authority within fifteen Business Days of its execution</p>

Sl. No.	Query	Response
	under this Agreement.	
27.	<p>CMDPA Clause 22 – Insurance</p> <p>Please list out all types of Insurance which MoC has contemplated from the Successful Bidder to maintain during Development and Operation stage.</p> <p>Also kindly clarify what does it mean by “(including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto)”</p>	As per good industry practices and Applicable Law.
28.	<p>CMDPA Clause 23.2 – Appointment of Auditors</p> <p>To be Deleted.</p> <p>Successful Bidder maintains books of these accounts through internal as well as external auditors. Hence appointment of Third party auditor is not required.</p>	The provision of Clause 23 of Agreement shall be applicable.
29.	<p>CMDPA Clause 25 – Event of Force Majeure</p> <p>A. Delay in granting regulatory approvals should be considered Force Majeure.</p> <p>The clause should be amended as below: (vii) Delay/ denial of Statutory approvals / clearances from relevant Government Authority....</p> <p>B. Delay in granting regulatory approvals, change in law and/or imposition of new law should be considered under Force Majeure as these are events which are beyond the control of the Successful bidder and may impact the adversely.</p>	A-B. Events of Force Majeure shall be as per Clause 25 of Agreement.
30.	CMDPA Clause 26.3.3 – Termination	A-B. As per Clause 26.3.3 of the Standard Agreement

Sl. No.	Query	Response
	<p>a. The clause should be amended as below:</p> <p>26.3.3. In case the Nominated Authority elects to terminate this Agreement, except under Clause 26.3.1(j) and in 26.3.1 (q) above wherein a Successful Bidder surrenders mine due to unviability, due to economic, technical or any other reason, then the Performance Security and all other payments made by the Successful Bidder shall be forfeited and the Successful Bidder shall not be entitled to any benefits under this Agreement but would continue to be liable towards any antecedent liability, all obligations accrued before the effective date of the surrender/ termination and also for the obligations that must be fulfilled after termination..</p> <p>b. Currently the bid document is having an exit clause for the Bidders under event of default. With multi decade leases and ongoing development in climate change, it is suggested that exit clauses where in Bidders are provided a route in case mine operations/ development becomes a challenge without complete forfeiting the Performance security. This would allow maximum bidder participation, thereby providing competition; additionally it would facilitate for the bank funding being available on account of lower risk on the asset</p>	
31.	<p>Block Boundary:</p> <p>MOC should get the block boundary Co-ordinates re-checked to avoid any overlap with adjacent blocks. The coal blocks where GR is available and Mine Plan is approved, in such cases the boundary as approved in the Mine Plan shall be accepted as final and no further change shall be done in the co-ordinates to adjust with the neighboring blocks.</p>	Ministry of Coal will recheck the block boundaries. However, the block boundary shall be as per the Geological Report.
32.	<p>Change in Law:</p>	The provisions of Tender Document shall apply

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	Provision for Change in law and/or imposition of new law are requested to be incorporated in the Agreement. If as a result of Change in Law and/or imposition of new law, any additional costs are incurred in relation to the performance of its obligations under this Agreement, such amounts shall be adjusted from the periodic payments made by the successful bidder as per Clause 3.10.	
33.	<p>Charges:</p> <p>What are the applicable charges/cost premining/postmining, levies, taxes, surface charges, cess, royalty and other information in regard to the cost of derieved coal</p>	As per applicable laws.
34.	<p>Clearances:</p> <p>a. Whether any timeline will be assigned upon the State Government for completion of the activities and/or transfer of clearances required under relevant Law and/or under the Vesting Order.</p> <p>b. Whether a single window facility can be extended to the Successful Bidder for obtaining necessary clearance and/or giving effect of the Vesting Order.</p>	A-B. No timelines had been assigned to State Government for completion of the activities and/or transfer of clearances required under relevant Law and/or under the Vesting Order. However, a Project Monitoring Unit has been set up at the Office of Nominated Authority for assisting bidders in obtaining clearances. Also single window clearance has been devised and extended to the Successful Bidder for faster online processing of applications for clearances.
35.	<p>Clearances:</p> <p>After issuance of Vesting order, the prior allottee approvals will be vested</p>	A Project Monitoring Unit has been set up at the Office of Nominated Authority for assisting bidders in obtaining clearances. Nominated Authority shall be the nodal agency to facilitate

Sl. No.	Query	Response
	<p>to the successful bidder for further transfer to the successful bidder. This needs a close interaction with the state officials to grant such transfers so as to meet the time lines as per the Efficiency parameters. At times, it is experienced that the local authorities are not in sync and this results into inordinate delays. Further, in some cases the prior approvals are dated and may have been expired as well. Therefore please advise:</p> <p>i) If there is any Nodal agency appointed to facilitate such transfers if not then it is proposed that such an agency having state participation should be created.</p> <p>ii) If there is a delay for the reasons not attributable to successful bidder then there should not be any appropriation of the performance security.</p> <p>iii) inclusion of provisions for set-off against upfront/monthly amount for any additional amount/conditions (leading to additional costs), incurred and paid or to be paid to authorities despite having paid already under the Fixed amount covering all the above for the reasons not attributable to the successful bidder. You will appreciate that it is very difficult to estimate such unknown cost at this stage.</p> <p>iv) all the approvals which are vested, will be transferred to the successful bidder irrespective of their issuance dates.</p> <p>v) Land transfer including R&R records to the successful bidder should be at no additional cost as the same has already been paid under Fixed Amount by the successful bidder.</p>	<p>transfers of prior allottee approvals.</p> <p>In bona fide cases of delays not attributable to the Successful Bidder, the Nominated Authority will decide on case to case basis the extension of timeline in Efficiency Parameters. For the said purpose, the Nominated Authority may refer the matter to Scrutiny committee which will consider the delay caused on case to case basis and furnish its recommendation to the Nominated Authority for taking a decision.</p> <p>Any adjustment in the monthly amount shall be as per the provisions of the tender document Upon issuance of Vesting Order for Coal Mines being auctioned under the CM(SP) Act, 2015, the statutory licences, permits, permissions, approvals or consents obtained by the Prior Allottee for the Coal Mine, shall vest in the Successful Bidder.</p>
36.	<p>Coal Evacuation:</p> <p>a. For IB Valley coal field the collective coal evacuation plan is needed. As in existing auction many coal blocks of IB & Mand Raigarh are affected by existing infrastructure (Roads, SH,</p>	<p>A-C. The evacuation infrastructure shall be the responsibility of the successful bidder. However, the Govt. of India is also committed to development of coal sector infrastructure. The Government is taking many initiatives to augment coal evacuation infrastructure including construction of new railway lines and</p>

Sl. No.	Query	Response
	<p>Railway line & siding) inside the block boundary. We suggest a common evacuation plan must be drawn in consensus with all the successful bidders of these region blocks. Also, coal reserve under existing infrastructure RoW must be deducted to ascertain the actual extractable resource</p> <p>b. A. In view of difficulty of evacuation of coal from the area, it is very important that planned coal evacuation railway corridor plans of coal fields like Talcher etc are provided with the mine dossier. Kindly also provide the present status and expected targets of completion of railway line corridor planned. Kindly confirm if coal evacuation will also be made available to the successful bidder on equitable basis with that of other players like CIL.</p> <p>c. In interim please facilitate to ensure that the availability of free access road and encumbrance free coal evacuation road from the block?</p>	<p>related infrastructure. Development of Common evacuation Infrastructure is being explored.</p>
37.	<p>Coal Mines:</p> <p>Is coal mining being done currently in Kalyan khani – block-6, koyagudem block –III, Sattupalli block – III and Sravanapalli blocks / adjacent land by the existing operator?</p>	<p>Information in this regard is not available with CMPDI, but may be obtained from M/s SCCL. This may also be obtained through physical inspection by the prospective bidders.</p>
38.	<p>e-Auction:</p> <p>In case of Internet Connectivity failure during final price Bidding, it is suggested to conduct the Bidding in the next day.</p>	<p>Bidders in their own interest are advised to get themselves acquainted with the electronic auction process of MSTC by getting their Authorized Representative trained beforehand through some demo electronic -auctions, schedule of which will be declared later on MSTC website. Bidders must put in place adequate infrastructure to ensure seamless bidding. It is also advised to be in contact of MSTC in the event of any issue being faced at the time of bidding for resolution.</p>
39.	<p>EMD:</p>	<p>The Performance Security and Bid Security are payable as per</p>

Sl. No.	Query	Response
	In line with the office memorandum issued by Ministry of Finance, Government of India dated 12 th November 2020, we request you to please replace the EMD requirement with declaration and reduce the PBG requirement	Clause 7 and Clause 6 of the tender document, respectively.
40.	<p>Geological Report:</p> <p>The Geological Reports Annexed with Tender documents of Koyagudem Block-III, Shraavanapalli and Sattupalli Block-III are 25 to 30 years old. It is quite possible that further exploration was conducted. Updated data is required for estimation of sequence of mining and cost involved.</p>	Available information at CMPDI received from SCCL has already been provided. Further information in this regard may be obtained from SCCL.
41.	<p>Grade of Coal:</p> <p>a. Kindly provide the weighted average grade of partially explored coal blocks on offer. Weighted average grade for the partially explored block is not provided in Mine Summary for most of the blocks.</p>	The weighted average grade of all blocks has been provided. Kindly refer to the uploaded mine summary of coal blocks on the MSTC portal.
42.	<p>GST:</p> <p>We understand that the payments fixed amount, upfront amount, estimated exploration expenses are inclusive of GST, any other taxes, duties, levies etc. Please clarify the same.</p>	Upfront Amount is calculated as per the methodology specified in the Tender Document and is exclusive of any taxes. The Fixed Amount components have been provided to the prospective Bidders, where it has been mentioned whether they are inclusive or exclusive of taxes. Estimated exploration expense has been provided in mine specific Tender Document of Partially Explored Coal Mines without any applicable taxes. Taxes and duties, if any, shall be payable by the Successful Bidder as per Applicable Law.
43.	<p>Litigation:</p> <p>a. Reasonable time (30 – 45 days) for detailed due diligence of land docs review and site visit is required. MoC is further requested to furnish details of all litigations / claims / liabilities which are ongoing / initiated / pending pertaining to each mine which has material / non-material</p>	A-B. Details of ongoing legal issues has been provided by NA Office, as per the information available.

Sl. No.	Query	Response
	<p>impact on the allocation / operationalization of the mine. These should be furnished as part of the Mine Dossier.</p> <p>b. Ministry of Coal is further requested to furnish details of all litigations / claims / liabilities which are ongoing / initiated / pending pertaining to each mine which has material / non-material impact on the allocation / operationalization of the mine and a confirmation that the successful bidder will be free from any previous litigations/compensation, is requested to be provided to the successful bidder to limit his development/operational risks. These should be furnished as part of the Mine Dossier.</p>	
44.	<p>Manpower:</p> <p>Is it mandatory for Bidder to absorb all of currently employed manpower or Bidder has choice to review required manpower / replace with own manpower</p>	As per applicable laws.
45.	<p>Mining Lease:</p> <p>The execution of mining lease can run into hundreds of Crores and the calculation methodology varies across state governments. Exact calculation of mining lease is essential for bidders to make informed decisions.</p> <p>It is requested that exact calculation of mining lease expense be provided for all the coal blocks offered for auction. This would provide clarity to the bidders on the expected capex for executing mining lease</p>	As per applicable law.
46.	<p>Mining Plan:</p> <p>The Mining plans of the Coal blocks, in the state of Telangana, that were put for auction do not have maps and drawings though list of contents of mining plan shows such maps and drawings. These are required to work</p>	Available information at CMPDI received from SCCL has already been provided.

Sl. No.	Query	Response
	out the sequence of mining and cost involved. The location of Box cut appeared to be from old pit. Drawings are required to confirm the Box cut.	
47.	<p>Nodal Officers:</p> <p>It is advised that Nodal Officers shall be declared by each State Govt where these coal blocks are earmarked and these Nodal Officers shall be trained upfront by Ministry of Coal and State Govt so that provisions under CMSP Act’ 2015, MMDR Act’ 1957 (with Amendments), CMDPA & Tender Documents are clear to them.</p> <p>Otherwise with different interpretations at various levels, it will lead to lots of ambiguity & time delays.</p>	MoC have held consultation with States before the launch of auction and the states have been apprised on the terms and conditions of auction. Nominated Authority will discuss the matter of appointment of Nodal Officers with the State Government.
48.	<p>Other:</p> <p>a. In case of any change or update in information or data present in the mine summary/mine dossier for any block, it shall be notified by some means either through notices on web site or through mail to bidders or by any other appropriate manner</p>	A. It may be noted that the Mine Dossier of the Coal Mine is being provided only as a preliminary reference document to the prospective Bidders, who are expected to carry out their own surveys, investigations and other detailed examination of the Coal Mine before submitting their Bids. Nothing contained in the Mine Dossier shall be binding on the Nominated Authority nor confer any right on the Bidders, and the Nominated Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Mine Dossier.
49.	<p>Queries:</p> <p>Please confirm that the responses to the various queries on standard bidding documents issued in May and June 2021 and available on MSTCL website are applicable here too</p>	For the ongoing tranche of auction, all the clarifications and interpretations issued by the Nominated Authority shall be deemed to be part of the Tender Document.
50.	<p>Royalty:</p> <p>a. What is the Royalty per ton of Coal? How it would be calculated?</p>	A&B. The royalty payable shall be as per extant gazette notification on royalty of coal.

Sl. No.	Query	Response
	b. Clarify the Royalty calculation on the price of ROM Coal or washed coal (If beneficiate the coal)	
51.	<p>SPV:</p> <p>It is requested to allow a Successful bidder to form a Special Purpose Vehicle (SPV) for developing and operating the coal mining project. It should be allowed for a Bidding Company to transfer the asset to its fully owned subsidiary (SPV) formed for the Project</p>	There is no restriction in participation through SPV in the bidding process as long as it complied with Clause 4 of the Tender Document. Transfer of asset to fully owned subsidiary (SPV) formed for the Project shall be allowed post the lock-in-period as per the provisions of the tender document.
52.	<p>Stamp Duty:</p> <p>When land will be transferred to Bidder, will stamp duty be payable by Bidder</p>	Stamp duty shall be payable as per applicable laws.

D. Mine Specific Queries and Responses

Sl. No.	Name of Mine	Query	Response
1.	Jharpalam Tangarghat	<p>1. PRC:</p> <p>1a. As the adjacent blocks are exploited as OC, whether this block be declared as a Mixed Mine i.e., OC + UG with OC upto 300m depth and UG for deep-seated deposits. The depiction of PRC at the conceptual stage based on available data may be revisited by CMPDI considering its importance.</p>	As mining plan for this block is not available, method of mining along with PRC has been tentatively assessed. Prospective bidders may select suitable method of mining based on their assessment of prevailing geo-mining conditions at the time of preparation of mining plan.
2.	Koyagudem Block III	<p>1. Land:</p> <p>1a. In case of Koyagudem Opencast Mine-III in the state of Telangana, the dump yard is shown in the old quarry in the lease held by The Singareni Collieries Company Ltd. Clarification is required whether the land for such dump yard shown in the mining plan would be transferred to the successful bidder.</p>	The block as delineated is only to be offered.
3.	Marwatola Sector VI & VII	<p>1. Clearances:</p> <p>1a. Please provide MoEFCC orders with respect to High Conservation Value Zone especially Ecosensitive zone or tiger corridor for Marwatola mine blocks VI & VI</p>	1a. The information has been taken from the official website of NTCA. Please refer to point No. 6 of the Disclaimer of Mine Summary.
4.	Meenakshi	<p>1. Land Acquisition:</p> <p>1a. It is suggested that Private Companies may also be allowed to acquire the land under Coal Bearing Areas Act. This will facilitate easy transfer of already notified/acquired land of Meenakshi and Rampia, Bijahan blocks</p> <p>2. Infrastructure:</p>	1a. The Ministry has prepared a proposal to acquire land under CBA and proposal is under consultation with states. However, it is the responsibility of the bidder to undertake land acquisition in accordance with Applicable Law.

Sl. No.	Name of Mine	Query	Response
		<p>2a. Part of Existing Basundhara coal field coal evacuation route (Road) falls inside the Meenakshi block boundary. Kindly clarify regarding the plan of these infrastructure going forward once this mine is vested with new allottee.</p>	<p>2a. CMPDI does not have information in this regard.</p>
5.	Namchik Namphuk	<p>1. Environment Clearance:</p> <p>1a. Whether the obtained EC will be valid for life of the mine?</p> <p>2. Mining Lease:</p> <p>2a. What is meant by Mining Lease not available written in Part-B of Standard Tender document?</p> <p>3. Block Boundary:</p> <p>3a. It is mentioned in CMPDI letter that block boundary is provisional and coordinates are approximate. What does it conclude?</p> <p>4. Mining Lease:</p> <p>4a. Clause No.8(2) & maximum Lease Period is mentioned as 30 years. Since 0.2 million Ton per year peak rated capacity for coal production in Namchik Namphuk, it is needed 75 years as the reserve is approximately 15 million tons. Therefore, 75 years lease for Namchik Namphuk instead of 30 years.</p>	<p>1a. Validity of the EC shall be as per the applicable law.</p> <p>2a. Mining Lease not available means here that it has not been submitted to CMPDI by the prior allottee.</p> <p>3a. The block boundary shall be as per the Geological Report. All the available information has been provided in the mine dossiers. Bidders are advised to undertake site visits for further due diligence</p> <p>4a. Kindly refer MCR (Mineral concession rule)</p>
6.	Parbatpur Central	<p>1. Tender Document Clause 3.3.2 (h) – Payments by Successful Bidder</p> <p>1a. Please confirm the Fixed Amount in Rs cr with detailed</p>	<p>1a. Detailed Fixed amount sheets have been provided in the</p>

Sl. No.	Name of Mine	Query	Response
		<p>break-up.</p> <p>2. Washery:</p> <p>2a. Washability study report along with flowsheet of washery with material balance 2b. Historical production data washery (ROM, middling tailing along with detailed quality of all products</p> <p>3. Litigation:</p> <p>3a. Please confirm that there are no existing litigation on lease and in any case no litigation liability is to be transferred to Bidder</p> <p>4. Equipment and Machinery:</p> <p>4a. Location-wise UG equipment needs to be shown on the seam plans</p> <p>5. Reports/ Studies:</p> <p>5a. Please provide detailed studies pertaining to advanced de-gasification. 5b. Reports related to Gassiness study, physio mechanical study, Geophysical report and logs, seam wise detailed Chemical analysis report. 5c. Water Table level data if available. 5d. RQD data, if available 5e. hydrogeological report 5f. deviation and corrections data for all boreholes deeper than</p>	<p>respective mine dossiers.</p> <p>2a & 2b. Available information with CMPDI, as submitted by the prior allottee, has already been provided in the mine dossier.</p> <p>3a. Details of ongoing legal issues has been provided by NA Office, as per the information available.</p> <p>4a. Available information with CMPDI, as submitted by the prior allottee, has already been provided in the mine dossier.</p> <p>5a-5f. Available information with CMPDI, as submitted by the prior allottee, has already been provided in the mine dossier.</p>

Sl. No.	Name of Mine	Query	Response
		<p>300m.</p> <p>5g. We have learnt that a techno commercial report was prepared by the prior allottee, Steel Authority of India Ltd. Provide the copy of the same enabling us for proper assessment of the Block.</p> <p>6. Additional Information:</p> <p>The ONGC are working on the Parbatpur block lease area, please provide the details as follows</p> <p>6a. Status of ONGC lease area within the block</p> <p>6b. What is the role of ONGC on granting of full mining lease to successful bidder.</p> <p>6c. Provide the working plan (including status of digged boreholes and de-gasification techniques by ONGC)</p> <p>6d. It has been observed that 96% of the block area overlaps with the Block assigned to ONGC for extraction of Coal Bed Methane. Needs clarification on whether the area allocated for Parbatpur Coal Block will be made exclusive from the area allocated to ONGC for CBM in absence of which there will be conflict of interest. What will be the resolution for the overlapping area of the Block.</p> <p>7. Block Area:</p> <p>7a. As per the Shape file the area of the block appears to be 8.95 Sq Km, whereas as per the GR report it appears to be 8.85 Sq Km.</p>	<p>5g. The required report may be obtained directly from SAIL.</p> <p>6a: ONGC lease within the block is active.</p> <p>6b: Mining lease is granted by the concerned State Govt.</p> <p>6c: Sharing information in this regard needs prior consent from ONGC.</p> <p>6d: ONGC currently holds the exploration and exploitation lease for CBM in the area.</p> <p>7a. The block boundary shall be as per the Geological Report.</p>
7.	Rampia and Dip side of	1. Surface Constraint:	1 & 2. Only the tentative rail alignment of the proposed rail corridor has been shown on the OCBIS platform in the official

Sl. No.	Name of Mine	Query	Response
	Rampia	<p>1a. Proposed Rail alignment of the rail corridor passes through the northern corner of the block. At present as per site information, no railway track/ line is being developed/ under-construction. The details of the proposed rail alignment may be provided which shall include but not limited to present development status, location of railway siding, siding capacity, route, etc.</p> <p>2. Infrastructure:</p> <p>2a. As there are many existing infrastructures on the dip side of Rampia block such as proposed Coal evacuation route of MCL to Raigarh, Petrol pumps, small scale industries, etc., it is important to provide the status of shifting and re-align the railway routes so as to make mining in Rampia and Dip side of Rampia unhindered in future. A detailed Master Plan may be provided by MoC/CMPDI to relocate/re-align these infrastructures.</p>	<p>website of CMPDI. Further information in this regard and other infrastructure may be obtained from other appropriate sources.</p>
8.	Salbhadra-Gomarpahari	<p>1. Coal Seam:</p> <p>1a. The coal seams in the block is overlain by a thick cover of Rajmahal Trap rocks and the Topmost seam-VB occurs at a minimum depth of 110.90m. Can the coal seams may be mined by opencast method after removing the overlying trap rocks?</p> <p>2. Mining Lease:</p> <p>2a. The Rajmahal Trap rocks are good source of building material and it is reported that good number of stone quarries are operational within the block, which may be working under the mining lease granted by State Govt.</p>	<p>1a. As mining plan for this block is not available, method of mining along with PRC has been tentatively assessed. Prospective bidders may select suitable method of mining based on their assessment of prevailing geo-mining conditions at the time of preparing mining plan.</p> <p>2a & 3a. As per Clause 5.6.3.1 of the Tender Document, Mining of Minor Minerals by the Successful Bidder shall be subject to the requirements of the Minor Mineral Concession Rules of the State Government.</p>

Sl. No.	Name of Mine	Query	Response
		<p>The coal mining lease which will be granted to the successful bidder of the Salbhadra-Gomarpahari block will be a mining lease granted to two operators over same geographical area for mining two different minerals, which may result in conflict of interest and mutual disharmony between the two operators.</p> <p>3. CBDPA Clause 8.3 - Mining of Minor Minerals:</p> <p>3a. Will the Successful Bidder gets the right for mining of trap rocks also subject to grant of mining rights by State Govt.?</p>	
9.	Sitanala	<p>1. Tender Document Clause 3.3.2 (h) – Payments by Successful Bidder</p> <p>1a. Please confirm the Fixed Amount in Rs cr with detailed break-up.</p> <p>2. Litigation:</p> <p>2a. Please confirm that there are no existing litigation on lease and in any case no litigation liability is to be transferred to Bidder</p> <p>3. Studies/ Reports:</p> <p>3a. We have learnt that a techno commercial report was prepared by the prior allottee, Steel Authority of India Ltd.</p>	<p>1a. Detailed Fixed amount sheets have been provided in the respective mine dossiers.</p> <p>2a. Details of ongoing legal issues has been provided by NA Office, as per the information available.</p> <p>3a. Available information as submitted by the prior allottee has already been provided in the mine dossier.</p>