केरवा कोल लिमिटेड

(सीएमडीसी एवं एमपीएसएमसी का एक संयुक्त उपकरम)

मुख्य कार्यालय :
सेक्टर 24, आफिस कैम्पस, ब्लाक न. 7–A,
तृतीय तल, अटल नगर रायपुर
रायपुर (छ.ग.)–492015

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E-TENDER NO. MSTC/RPR/CHHATTISGARH MINERAL DEVELOPMENT CORPORATION LIMITED/1/RAIPUR/25-26/30463
Corrigendum/Addendum Date 06.10.2025

Corrigendum/Addendum no. 01 issued on 06.10.2025 by the Managing Director, Kerwa Coal Limited to amend the Tender are invited from experienced and financially sound parties for Engagement of MDO for drilling, blasting, excavation, loading, hauling, transportation and selling of product (hereby referred as coal) in Kerwa Coal Block, Korba district, Chhattisgarh India. Dated 08.09.2025.

S.N.	Clause Reference	As appearing in original Tender document	Revised Clause
1.	NIT CHAPTER IX Bid System Clause 1.6 (d) part (i)	i. In case, Bidder is other than mine owner (a) Details of mine and name of organization awarding the work (b) Copy of work order/contract clearly specifying scope of activities of the Bidder (c) Performance certificate from mine owner certifying the activities undertaken by the Bidder, year wise Excavated quantity and payment as per format provided in Annexure-XV. (d) Statutory auditor/Chartered Accountant certificate certifying the activities undertaken by the Bidder, year wise Excavated quantity and payment. (e) An integrity pact agreement as specified in Annexure-XII. Note: Experience of Bidder as sub-contractor shall not be considered for meeting Eligibility Criteria.	i. In case, Bidder is other than mine owner (a) Details of mine and name of organization awarding the work (b) Copy of work order/contract clearly specifying scope of activities of the Bidder (c) Performance certificate from mine owner certifying the activities undertaken by the Bidder, year wise Excavated quantity and payment as per format provided in Annexure-XV. (d) Statutory auditor/Chartered Accountant certificate certifying the activities undertaken by the Bidder, year wise Excavated quantity and payment. (e) An integrity pact agreement as specified in Annexure-XII. **Note: Experience of Bidder as sub-contractor shall be considered for meeting Eligibility Criteria.**

S.N.	Clause Reference	As appearing in original Tender document	Revised Clause
2	NIT CHAPTER IV Scope of Work	All liabilities of KCL pertaining to the Kerwa Coal Block shall be transferred on the MDO.	All liabilities of KCL pertaining to the Kerwa Coal Block arising on or after the Zero Date of the Coal Mining Agreement shall be transferred to the MDO. Liabilities arising prior to the signing of the Agreement shall remain the responsibility of KCL.
3	NIT CHAPTER VIII Scope of Work Clause 1.4	All liabilities of KCL pertaining to the Kerwa Coal Block shall be transferred on the MDO.	All liabilities of KCL pertaining to the Kerwa Coal Block arising on or after the Zero Date of the Coal Mining Agreement shall be transferred to the MDO. Liabilities arising prior to the signing of the Agreement shall remain the responsibility of KCL.
4	Coal Mining Agreement ARTICLE 2: Scope of the Project: Clause 2.1 part (f)	All liabilities of KCL pertaining to the Kerwa Coal Block shall be transferred on the MDO.	All liabilities of KCL pertaining to the Kerwa Coal Block arising on or after the Zero Date of the Coal Mining Agreement shall be transferred to the MDO. Liabilities arising prior to the signing of the Agreement shall remain the responsibility of KCL.
5	Coal Mining Agreement ARTICLE 29: Billing and Payment: Clause 29.1.5	All liabilities of KCL pertaining to the Kerwa Coal Block shall be transferred on the MDO.	All liabilities of KCL pertaining to the Kerwa Coal Block arising on or after the Zero Date of the Coal Mining Agreement shall be transferred to the MDO. Liabilities arising prior to the signing of the Agreement shall remain the responsibility of KCL.
6	Coal Mining Agreement ARTICLE 43: Rights to work at site clause 43.5 Restriction on sub-contracting or novation: sub-clause 43.5.2	43.5.2 The Mine Operator shall not sub-contract and/or novate its rights or obligation under this Agreement in relation to any work (in part or full) without the prior written approval of the Authority. Notwithstanding the above, under no circumstances, sub-contracting/novation of: (a) Coal excavation / extraction shall exceed 25% (twenty-five percent) of the Annual Capacity for each Accounting Year; and (b) Overburden removal shall exceed 25% (twenty-five percent) of the Scheduled Overburden Quantity, as applicable.	43.5.2 The Mine Operator shall not sub-contract and/or novate its rights or obligations under this Agreement, in relation to mining and raising work (in part or in full), without the prior written approval of the Authority.

S.N.	Clause Reference	As appearing in original Tender document	Revised Clause
7	Coal Mining Agreement ARTICLE 28: Revenue Sharing	Clause 28.1: Stockpiling	Clause 28.4: Stockpiling
8	Coal Mining Agreement ARTICLE 28: Revenue Sharing	Clause 28.2: Charges for AMM/CMM	Clause 28.5: Charges for AMM/CMM
9	Coal Mining Agreement ARTICLE 29: Billing and Payment: Clause 29.1.17	29.1.17 If the monthly scheduled payment of the bid value of Coal i.e Revenue Share is due to KCL (including Royalty, Service Tax on royalty, DMF, NMET and any applicable taxes) are not realized from the MDO for the continuous period of six months then the agreement shall be terminated and the balance entire security deposited shall be forfeited.	29.1.17 If the monthly scheduled payment of the bid value of Coal i.e Revenue Share is due to KCL (including Royalty, Service Tax on royalty, DMF, NMET and any applicable taxes and cess), are not realized from the MDO for the continuous period of six months then the agreement shall be terminated and the balance entire security deposited shall be forfeited.
10	Coal Mining Agreement ARTICLE 29: Billing and Payment: Clause 29.1.18	Any reimbursements received by the Authority from the Ministry towards expenses incurred for Kerwa Coal Block by the Mine Operator shall, upon successful completion of the Agreement, be reimbursed by the Authority to the Mine Operator in full.	Any reimbursements, including those related to Mine Closure, Performance Bank Guarantee, or other expenses borne by the Authority on behalf of the Mine Operator, and subsequently received by the Authority from the Ministry of Coal towards expenditures incurred for the Kerwa Coal Block, shall, upon successful completion of the Agreement and settlement of all dues, be reimbursed by the Authority to the Mine Operator in full.
11	Coal Mining Agreement ARTICLE 36: Suspension of Mine Operator's Rights	Clause 36.1: Substitution of Mine Operator	Clause 36.4: Substitution of Mine Operator

S.N.	Clause Reference	As appearing in original Tender document	Revised Clause
12	Coal Mining Agreement ARTICLE 36: Suspension of Mine Operator's Rights	Clause 36.2: Termination	Clause 36.5: Termination
13	Coal Mining Agreement ARTICLE 37: Termination	Clause 37.1: Other rights and obligations of the Authority	Clause 37.5: Other rights and obligations of the Authority
14	Coal Mining Agreement ARTICLE 37: Termination	Clause 37.2: Survival of rights	Clause 37.6: Survival of rights
15	Coal Mining Agreement ARTICLE 37: Termination Clause 37.7: Exit and Asset Valuation	NA	37.7 Exit Provisions 37.7.1 Upon termination, the following shall apply: (a) Depreciated Value of Immovable Assets: The written down value (WDV) or depreciated value of immovable assets used in the mining operations shall be determined through financial auditing by a registered third-party auditor. The depreciated value so assessed and all costs associated with such assessments shall be borne by the new bidder/operator succeeding the outgoing MDO after termination or expiry of the Contract. The MDO shall hand over all immovable assets and site-related infrastructure in good working condition, subject to normal wear and tear, as per the terms of the Agreement. (b) Movable Assets: Upon reciept of No dues

S.N.	Clause Reference	As appearing in original Tender document	Revised Clause
			certificate from authority, the MDO shall have the right to remove, transfer, or sell movable assets deployed in the mining operations at its discretion. Any proceeds from such sale shall vest solely with the MDO. (c) Non-Recoverable Costs: Clearance, rehabilitation, and resettlement (R&R) costs shall not be recoverable by the MDO and shall be the sole responsibility of the MDO. (e) Dispute Resolution: Any dispute arising in relation to performance assessment, extension, termination, or asset valuation shall be resolved in accordance with the Dispute Resolution provisions contained in the Agreement.
16	Coal Mining Agreement ARTICLE 37: Termination Clause 37.7: Exit and Asset Valuation	NA	37.7.2 Upon expiry of the Agreement, the following shall apply: (a) Immovable Assets: The MDO shall hand over all immovable assets and site-related infrastructure in good working condition, subject to normal wear and tear, as per the terms of the Agreement. No reimbursement/ payment shall be paid to the MDO for these assets. (b) Movable Assets: Upon reciept of No dues certificate from authority, the MDO shall have the right to remove, transfer, or sell movable assets deployed in the mining operations at its discretion. Any proceeds from such sale shall vest solely with the MDO. (c) Non-Recoverable Costs: Clearance, rehabilitation, and resettlement (R&R) costs shall not be recoverable by the MDO and shall be the sole responsibility of the MDO. (d) The MDO shall hand over all immovable assets

S.N.	Clause Reference	As appearing in original Tender document	Revised Clause
			and site-related infrastructure in good working condition, subject to normal wear and tear, as per the terms of the Agreement. (e) Dispute Resolution: Any dispute arising in relation to performance assessment, extension, termination, or asset valuation shall be resolved in accordance with the Dispute Resolution provisions contained in the Agreement.
17	Coal Mining Agreement ARTICLE 46: Miscellaneous Clause 46.20: Performance Review	NA	46.20.1 The Contract shall be subject to periodic performance reviews at intervals of sixty (60) months from the date of commencement of operations. 46.20.2 Such reviews shall assess the MDO's performance based on, but not limited to, the following criteria: • Compliance with the scope of work and technical specifications; • Achievement of annual and periodic production targets; • Safety, and statutory compliance; • Timely submission of reports and records; and • Adherence to environmental and social obligations. 46.20.3 Based on the performance review, the Contract Period may be extended for a further period of sixty (60) months at the sole discretion of KCL, subject to the approval of the Board of Directors, unless otherwise terminated earlier in accordance with the provisions herein. 46.20.4 In the event of termination on account of poor performance as determined under this clause, the exit provisions as defined in Clause 37.7 shall apply. 46.20.5 No order regarding termination shall be passed without giving an opportunity to MDO to be heard. Decision of the authority shall be final and binding on part of MDO.

Responses to Pre-bid queries raised by Bidders with respect to Tender for experienced and financially sound parties for Engagement of MDO for drilling, blasting, excavation, loading, hauling, transportation and selling of product (hereby referred as coal) in Kerwa Coal Block, Korba district, Chhattisgarh India. Dated 08.09.2025.

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1.	Coal Mining Agreement, Clause 29.1.18	Any reimbursements received by the Authority from the Ministry towards expenses incurred for Kerwa Coal Block by the Mine Operator shall, upon successful completion of the Agreement, be reimbursed by the Authority to the Mine Operator in full.	The reimbursement of the amount received by the Authority, which has been recovered / paid / incurred by the MDO, should be processed as soon as it is received by the Authority upon the completion of the respective activities, rather than waiting for the successful completion of the entire Agreement.		The provision in the RFP/Agreement shall prevail. The Authority shall reimburse the Mine Operator as per timeline mentioned in line with Clause 29.1.18. Any reimbursements, including those related to Mine Closure, Performance Bank Guarantee, or other expenses borne by the Authority on behalf of the Mine Operator, and subsequently received by the Authority from the Ministry of Coal towards expenditures incurred for the Kerwa Coal Block, shall, upon successful	

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					completion of the Agreement and settlement of all dues, be reimbursed by the Authority to the Mine Operator in full.	
2	CHAPTER VIII (NIT), Clause 1.3	All expenses pertaining to the Kerwa Coal Block incurred prior to the floating of this NIT, including but not limited to Geological Report (GR) preparation and any other related studies, surveys, investigations, or documentation, shall be reimbursed in full by the MDO.	Please specify the total documented amount that the MDO is to reimburse to the Owner.		The total expenses incurred prior to this NIT, including GR preparation and related activities, amount to approx. INR 18 crores.	
3		The Mine Operator understand its absolute responsibility to indemnify and reimburse the Authority any fines, penalty, losses, compensation, damages, payments etc. incurred by Authority.	The penalty (paid by the Owner), will only be reimbursed by MDO for the obligations and activities that MDO undertakes following the agreement. It does not cover any penalties imposed for non-compliance related to activities performed by the Owner prior to entering into the agreement with MDO. Kindly consider the same.	Liabilities arising prior to the signing of the Agreement shall remain the responsibility of KCL.	The MDO shall indemnify the Authority only for obligations arising after the Effective Date (Date of signing of agreement executed with MDO). No retrospective penalties or liabilities attributable to the Authority prior to the Effective Date shall be passed on to the MDO.	

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4	CHAPTER IV (NIT) 3 (A) B Page 11 and CHAPTER VIII (NIT) 4 (A) B and CHAPTER IX (NIT) 1.6/(d)/ i Page 30	TENDER AT A GLANCE 3. Eligibility Criteria: (A) Technical Criteria B. The bidder should have experience in coal extraction (Opencast/Underground) for at least 1 year in the past 5 years, either directly or as an MDO/sub-contractor. And SCOPE OF WORK, CONTRACT PERIOD AND ELIGIBILITY CRITERIA 4. Eligibility Criteria: (A) Technical Criteria B. The bidder should have experience in coal extraction (Opencast/Underground) for at least 1 year in the past 5 years, either directly or as an MDO/sub-contractor. INSTRUCTION TO THE BIDDER Bid System: 1.6 All Bidders shall submit following additional documents: (d) Details of work experience from accredited sources in respect of works to satisfy the Eligibility Criteria as per NIT, during any of the last three financial years excluding the current year, the value of which must have been reflected in the audited financial statements. i. In case, Bidder is other than mine owner Note: Experience of Bidder as subcontractor shall not be considered for meeting Eligibility Criteria.	At Chapters IV & VIII shows that an MDO or Sub Contractor is eligible to participate in the tender subject to having atleast 1 year experience in coal extraction (OC/UG mine). But it is differently given in Chapter IX as below: 'Experience of Bidder as subcontractor shall not be considered for meeting Eligibility Criteria', which is contradictory as per the Eligibility Criteria mentioned in Chapter VIII and Chapter IX. Hence it is requested to clarify that Sub-Contractor is eligible or not?	The note in part 1.6 (d) part (i) of Chapter IX stating that experience as a sub-contractor shall not be considered for meeting eligibility criteria shall be revised to include sub-contractor experience within the pre-qualification criteria.	Revision of Chapter IX will be issued in the corrigendum. Experience as a sub-contractor shall be considered valid for meeting the Pre-Qualification Criteria, and the relevant note in Chapter IX will be appropriately amended.	

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5	CHAPTER IV (NIT) Page 9	TENDER AT A GLANCE Scope of Work: The scope of work for the MDO: exploration (if required), opening and development of the Block including scientific studies, acquisition of land required by the Mine Operator (including physical possession and rehabilitation and resettlement ("R&R") activities for the acquired land) at its own cost and risk.	Pl. arrange to provide the details of Private land and forest land, out of 1112.937 Ha of total land (like area of land, type of land, land possession status, location of land and period from which interest need to be paid etc. are required). Need R&R details, whether already collected or to be procured by MDO?		The Kerwa Coal Block comprises 331.19 Ha of forest land, 686.174 Ha of unclassified, 95.573 Ha of revenue land, totaling 1,112.937 Ha. Only land identification has been done so far; further actions shall be undertaken by the MDO. Rehabilitation & Resettlement (R&R) details will also be collected and managed by the MDO. Exact and detailed information will be provided to the successful bidder at the time of agreement signing.	
6	CHAPTER IV (NIT) Page 9	TENDER AT A GLANCE Scope of Work The scope of work for the MDO: All payments to be made to the Ministry of Coal in relation to the Block,	Pl. arrange to provide the details of payments towards MoC, upfront amount, performance BG, or any other charges to be paid by the		Upfront payments to the Ministry of Coal/State Government shall be made strictly in	

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		including but not limited to the upfront amount, performance bank guarantee, or any other charges, shall be the sole responsibility of the MDO. Any expenses incurred by the Authority towards such payments to the Ministry of Coal shall be reimbursed in full by the MDO.	MDO.		accordance with the milestones prescribed under the CBDPA and the instructions as prevalent from time to time of the Ministry of Coal. The detailed payment schedule, including the Performance Bank Guarantee and any other applicable charges, shall be shared with the successful bidder at the time of signing of coal mining agreement.	
7	CHAPTER X (NIT) CHAPTER-9 (Geological Report) Page 218	INFORMATION SHEET OF KERWA COAL BLOCK Mineable Reserves: 35.89 Million Tonnes (Open Cast) and 16.24 Million Tonnes (Underground) Mining Capacity: 3.5 Million Tonnes And CONCLUSIONS AND RECOMMENDATIONS 9.1.12 Total geological coal resources of 308.343 MT has been assessed in this area, of which 87.481 MT coal is available within 300m depth; 182.799 MT coal is available within 300 m – 600 m depth & 38.MT coal resource is available within 600m - 1200m depth range. An additional resource of	The coal exploitation techniques involve opencast mining normally upto 300-350m depth based on limiting parameters under geo-technical studies and underground mining upto deeper horizons upto 450-500m depth (subject to geo-tech & ground control parameters). Wherever coal resources are available beyond 450-500m depth (KERWA Coal block is about 800m depth), which cannot be mined technically by UG method, hence the reserves		The bidder has the flexibility to design the mine and get the mining plan approved from Ministry of Coal. All statutory payments are to be made by the MDO on the behalf of owner.	

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		34.579 MT has been assessed for thin coal (0.50-0.9/1.0 m thickness) seams which are not to be included in national coal resource inventory.	are not to be considered in upfront amount. With the current framework, Underground Mining (UG mining) is not economical & hence bidders show lesser interest & liable to surrender if their current acquisitions exhibit adverse economics. Pl. Clarify on UG reserves to be considered (quantity and depth).			
8	ARTICLE 5 (Coal Mining Agreement) Clause 5.20 Page 113	OBLIGATIONS OF THE MINE OPERATOR 5.20 Selling of Coal: Mine Operator shall act as an agency responsible for Selling of Coal at market driven price through auction process on behalf of the Authority.	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? Kindly clarify when the obligation of payment of Monthly Payment cease to exist.		B1:The Monthly Payment (Revenue Share) shall be computed as per Article 29 of the Coal Mining Agreement. The Mine Operator is required to provisionally deposit the advance Revenue Share every month based on the monthly scheduled quantity, as per Clause 29.1.10. After the closing of each month, KCL shall issue an invoice based on the actual quantity of coal dispatched during that month, multiplied by the Representative Price	

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					(or other price as defined in the Agreement), and applying the Revenue Share percentage, as per Clause 29.1.1. B2:The obligation of the Mine Operator to make Monthly Payments shall continue for the entire contract period, until the scheduled quantity obligations are met	
9	CHAPTER III (NIT) 4.0 /9.0 Page 7	SCHEDULE OF THE TENDER PROCESS 4. End of site inspection: Dt:26.09.2025 9. Close of submission of online bid (Technical Bid and Base Price Offer) as well as for submission of physical copies (Original copies of Technical Bid only) : Dt.22.10.2025 up to 3:00 P.M.	The date of site visit and bid submission shall be extended by 2 weeks, in view of rains at present as well considering the festival season.		No Change	
10	CHAPTER IV (NIT) 3 (A) B Page 11 and	TENDER AT A GLANCE 3. Eligibility Criteria: (A) Technical Criteria B. The bidder should have experience in coal extraction	Kindly consider revising the eligibility criteria to allow for participation of coal sellers and traders in mining tenders, either through a		After careful consideration, no change is proposed in the eligibility	

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	CHAPTER VIII (NIT) 4 (A) B	(Opencast/Underground) for at least 1 year in the past 5 years, either directly or as an MDO/sub-contractor. And SCOPE OF WORK, CONTRACT PERIOD AND ELIGIBILITY CRITERIA 4. Eligibility Criteria: (A) Technical Criteria B. The bidder should have experience in coal extraction (Opencast/Underground) for at least 1 year in the past 5 years, either directly or as an MDO/sub-contractor.	dual-stage process enabling joint proposals with miners, or by creating a specific segment for traders to participate in the extraction and distribution phases.		criteria. The provisions of the NIT regarding technical experience shall prevail.	
11	CHAPTER IV (NIT) 3 (A) B Page 11 and CHAPTER VIII (NIT) 4 (A) B	TENDER AT A GLANCE 3. Eligibility Criteria: (A) Technical Criteria B. The bidder should have experience in coal extraction (Opencast/Underground) for at least 1 year in the past 5 years, either directly or as an MDO/sub-contractor. And SCOPE OF WORK, CONTRACT PERIOD AND ELIGIBILITY CRITERIA 4. Eligibility Criteria: (A) Technical Criteria B. The bidder should have experience in coal extraction (Opencast/Underground) for at least 1 year in the past 5 years, either directly or as an MDO/sub-contractor.	Request to revise technical eligibility criteria, stating that the method of opencast mining is similar across major minerals (iron ore, bauxite, limestone, etc.) and bidders with such experience should be considered eligible.		The current eligibility criteria have been framed keeping in view the specific operational and technical requirements of coal mining. No change is proposed; the existing provisions shall prevail.	
12	CHAPTER IV (NIT) 3 (B) A Page 11 and CHAPTER VIII	Bidder must meet minimum average annual turnover requirement of INR 350 Crore over any of the 3 financial years out of the last 5 financial years.	Request to reduce average annual turnover requirement from ₹350 crore to ₹250 crore.		The prescribed turnover level is considered appropriate to ensure bidders	

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	(NIT) 4 (B) A				possess adequate financial capacity to undertake and sustain mining operations of this scale. No change is proposed; the existing provisions shall prevail.	
13	CHAPTER IV (NIT) 3 (B) B Page 11 and CHAPTER VIII (NIT) 4 (B) B	The bidder must meet the minimum net worth requirement of INR 225 Crore for previous financial year based on proposed contracted capacity.	Request to reduce minimum net worth requirement from ₹225 crore to ₹150 crore.		The existing threshold has been determined to maintain financial robustness and long-term project viability of the selected bidder. No change is proposed; the existing provisions shall prevail.	
14	Financial Obligations		Will the upfront payments to the Ministry of Coal be made in stages or as a lump sum?		Upfront payments shall be made to the Ministry of Coal/State Government strictly in accordance with the milestones prescribed under the CBDPA and the provisions of the Ministry of Coal.	
15	Financial Obligations		Will the reimbursement of past expenses be due immediately upon contract signing or can it be		The reimbursement shall commence upon the start of coal production and shall be completed within	

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			scheduled?		a period of two years, in half-yearly instalments.	
16	Financial Obligations		Will costs incurred for preparation of CA land (including NOC, CA Scheme) be considered distinctly reimbursable?		Such costs shall not be treated as distinctly reimbursable as per the provisions of the Coal Mining Agreement.	
17	Legal & Regulatory Compliance		Are there any pre-existing environmental or forest clearances for the Kerwa Coal Block, or will the MDO start the process from scratch?		No prior clearances are available. The MDO shall be responsible for obtaining all requisite clearances from the zero date.	
18	Legal & Regulatory Compliance		What specific R&R policy guidelines should the MDO follow—state-specific or central government standards?		The MDO shall comply with the relevant State and Central Government R&R policies, as applicable from time to time.	
19	Surveys & Documentation		Will the Authority provide any assistance or access to government agencies for facilitating DGPS surveys and		The Authority shall extend facilitation and interface with government agencies to the best of its abilities; however,	

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			cadastral mapping?		such support shall not be construed as an obligation	
20	Infrastructure and Operations		Will the MDO be required to construct and maintain public roads or infrastructure outside the lease area?		The MDO shall be responsible for construction and maintenance of basic approach roads and other essential facilities as required.	
21	Revenue Sharing & Ownership		How is net revenue defined in the Coal Mining Agreement—does it account for taxes, royalty, or only operational costs?		Net revenue shall be as defined in Annexure XV. It excludes royalty, DMF, NMET, and applicable taxes/ cess.	
22	Revenue Sharing & Ownership		What penalties apply if there are delays or discrepancies in revenue sharing?		Penalty for delay or non-payment of revenue sharing shall be as per clauses 29.1.15, 29.1.16 and 29.1.17 of the Coal Mine Agreement	
23	Roles & Statutory Appointments		Can the MDO appoint third-party agencies to fulfill any part of their responsibilities (e.g., land acquisition,		The sub-letting of part or whole of the responsibilities by the MDO shall be governed by the	

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			environmental clearance)?		provisions of Clauses 43.4 and 43.5 of the Coal Mining Agreement.	
24	Roles & Statutory Appointments		Will the Authority provide any interface or coordination with government departments for clearances?		The Authority shall provide interface and coordination with the relevant government departments for clearances to the extent possible; however, this shall not be construed as an obligatory responsibility of the Authority.	
25	Roles & Statutory Appointments		Is there a mandatory requirement for any sub-contractors/third-party agencies to be pre-approved by KCL or the Authority?		All requirements regarding pre-approval of sub-contracting shall be as per the clauses 43.4 and 43.5	
26	General Scope & Responsibilities		What is the timeframe for reimbursement of Authority's past expenses after contract signing, and can a payment		The reimbursement shall commence upon the start of coal production and shall be completed within	

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			schedule be negotiated?		a period of two years, in half-yearly instalments.	
27	General Scope & Responsibilities		Is there a tentative timeline for project milestones like land acquisition, mine development, and coal production?		The milestones shall be followed as per the CBDPA and the standard practices/ instructions of the Ministry of Coal.	
28	General Scope & Responsibilities		What is the procedure for carrying forward/staggering the performance guarantee if milestones are delayed for Authority-driven reasons?		Dispute resolution shall be governed by the procedure outlined in Article 44 of the Coal Mining Agreement	
29	General Scope & Responsibilities		Is any specific insurance coverage prescribed for third-party liability or employee welfare, over and above standard industry practice?		The insurance coverage requirements shall be strictly as specified under Clause 32.2 of the Coal Mining Agreement.	
30	Contract Tenure & Post-Contract Scenarios		What happens to the mine infrastructure and equipment procured by the MDO if the contract is not extended beyond 5 years?		In the event the Contract is not extended beyond the agreed period, the provisions of Clause 46.20 (Performace	

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					Review) shall apply in full.	
31	Contract Tenure & Post-Contract Scenarios		If the contract is not renewed, how will the statutory payments (e.g. clearances, licenses, permits, environmental compliance costs) made by the MDO be recovered?		MDO is allowed sufficient time within the contract duration to recover all costs and investments by undertaking satisfactory work. The MDO has the freedom to prepare the mine plan and execute excavation to exhaust the reserves within the contract period.	
32	Contract Tenure & Post-Contract Scenarios		Will there be any reimbursement mechanism or compensation clause in case the MDO's investment is not fully recovered by the end of the contract period?		The MDO shall be free to prepare the Mine Plan and determine production capacity, sales, and related strategies in accordance with the Coal Mining Agreement, so as to recover its investment within the contract period. No reimbursment	

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					claim shall be entertained by the authority. MDO shall do their own techno-commercial/ economical due dilligence.	
33	Contract Tenure & Post-Contract Scenarios		Can the MDO be assured of a minimum contract tenure that aligns with the investment recovery period?		The contract period has been fixed as per the Tender Document and the Coal Mining Agreement. The MDO may accordingly prepare the Mine Plan to optimize operations and recover its investment within the stipulated period	
34	Contract Tenure & Post-Contract Scenarios		Will any portion of the mine development costs be treated as reimbursable or depreciable under the contract terms?		MDO has to conduct their own due dilligence for development cost to be incurred, any cost incurred by MDO	

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					shall not be reimbursed.	
35	Contract Tenure & Post-Contract Scenarios		Is there a provision in the Coal Mining Agreement to allow for grace periods or exit options in case of non-extension?		The exit options shall be governed by the termination provisions as set out in the Coal Mining Agreement.	
36	Contract Tenure & Post-Contract Scenarios		Is there a detailed handback/exit protocol for critical data, digital mine records, and intellectual property developed during the mine operation phase?		The exit protocol shall be governed by the termination provisions as set out in the Coal Mining Agreement.	
37	Contract Tenure & Post-Contract Scenarios		Are there guidelines on procurement of indigenous vs imported equipment/material?		Procurement shall be carried out in line with generally accepted standards and practices, ensuring fairness, competitiveness, and quality, without any specific restriction on source.	
38	Contract Tenure & Post-Contract Scenarios		What are the dispute resolution mechanisms and is there an escalation matrix for issues not resolved at the project level?		Dispute resolution shall be governed by the procedure outlined in Article 44 of the Coal Mining	

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					Agreement	
39	Contract Tenure & Post-Contract Scenarios		Is there a minimum guaranteed production or offtake commitment by the Authority for initial years that protects MDO against volume risk?		MDO shall follow the production schedule and other minimum production requirements as per mining plan, CBDPA and/or the standard practices/ instructions of the Ministry of Coal Please also refer to Clause 29.1.14 and Clause 29.1.15 of the agreement for Billing and Payments. There is no offtake commitment by the Authority; the MDO shall manage production and offtake as per the terms of the Agreement.	
40	Contract Tenure & Post-Contract Scenarios		Can a joint review be initiated for milestone slippage (delay in clearances, government approvals) where no fault is attributable to the MDO, with		Milestone slippage is governed by Clauses 12.5 and 13.4; however, any review may be initiated by	

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			provision for timeline extensions or relief?		mutual consent and will be addressed at the time of agreement signing.	
41	Transition & Handover		If the contract ends and is not renewed, what is the process for handing over the mine to the Authority or another operator?		The handing over of mines upon contract termination shall be governed as per Clause 37.5 of the agreement.	
42	Transition & Handover		Is there a plan for valuation and potential buy-back of mine-related infrastructure or facilities developed by the MDO?		The MDO shall be free to sell or use assets at their depreciated value. Given the extended contract period, most capital costs are expected to be recovered if operations are executed satisfactorily. In the event of contract termination due to force majeure, and by mutual consent of the parties, the Authority may purchase such assets in accordance with Clause 37.4 of the Coal Mining Agreement. For other terminations,	

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					the exit provisions in Clause 37.7 of the Coal Mining Agreement shall apply.	
43	Transition & Handover		In the event of contract termination (early or natural expiry), will there be a joint audit or assessment to settle outstanding dues or reimbursements?		In the event of contract termination, whether through early termination or natural expiry, the provisions of the Termination Clause of the Coal Mining Agreement shall apply.	
44	Risk Sharing, Insurance & Force Majeure		Who bears the cost in case of delays caused by natural disasters, law & order issues, or government-imposed restrictions?		The cost allocation in such cases will be as per Clause 34.7 of the Coal Mining Agreement	
45	Risk Sharing, Insurance & Force Majeure		Will there be any insurance requirements for the mine site, equipment, employees, or infrastructure?		The insurance coverage requirements shall be strictly as specified under Clause 32.2 of the Coal Mining Agreement.	
46	Risk Sharing, Insurance & Force Majeure		In case of force majeure, will the contract be suspended or extended? What are the exit		In case of force majeure, provisions relating to suspension or	

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			options for the MDO?		extension of the contract, as well as exit options for the MDO, shall be governed by, but not limited to, Clauses 34.6 and 34.8 of the agreement.	