

### Final Clarification TPS Tender 3

S. N.	Tender Point Nos. & Page Nos.	Tender Clause / Particulars	Queries Raised by participant(s)/ Received at MSMC's Office	MSMCL's Reply against the said queries								
1.	Point-1.5 Page No. 10	<p><b>Minimum Qualification Requirements:</b> The bidder bidding on his own on a joint venture/ consortium with not more than two members. A party cannot submit multiple bids. No bid shall be accepted in the event where any of the successful bidders who has been awarded work under Tender No. MSMC/Mining/2019/07 and/or its related party / affiliate/ associate has submitted bid. An affidavit cum undertaking to this effect shall be submitted by the bidders along with the bid.</p>	We understand, going through tender No.19/09 which was for all three subsidiary for 20% work which was successful awarded for SECL area hence you have not included SECL Area in this Tender. Hence we request you that no bid shall be accepted from successful bidders who have been awarded work under Tender No. MSMC/Mining/2009/07 and or its related party/affiliate/associate has submitted bid.	Tender provisions prevail.								
2.	Point-1.5 Page No. 12	The Bidder shall have to indicate the beneficiation work carried out in the last three years in (i.e. 2017-18, 2018-19 and 2019-20) in Annexure-III showing the details of customers, Year-wise Quantity of Raw Coal lifted, washed and dispatches by Rail along with the Washing technology deployed for the same.	<p>As per the standard terms of Coal beneficiation Tender, it is generally seen that 5 Years' experience is called for since this is a long term contract and in between there are many years when no Contract has been issued by the Central/State Government Electricity Boards. The recent example is the period of 2020 when the work has been stand still due to Corona Pandemic. For you references the details of such Tenders are given below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Tender Issued By</th> <th style="text-align: center;">Tender No.</th> <th style="text-align: center;">Qualifying criteria</th> <th style="text-align: center;">Page No.</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Karnataka Power</td> <td style="text-align: center;">A1M1 B3/WCL- BENEFICIATION</td> <td style="text-align: center;">4 Years</td> <td style="text-align: center;">Page No.10</td> </tr> </tbody> </table>	Tender Issued By	Tender No.	Qualifying criteria	Page No.	Karnataka Power	A1M1 B3/WCL- BENEFICIATION	4 Years	Page No.10	Tender provisions prevail.
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			Corporation Ltd.,	WASHING OF COAL/NOVEMBER 2014 DATED 12/11/2014		Point No.2.02	
			Andhra Pradesh Power Generation Corporation Ltd.,	Tender No. CECC/SE/(C&FO)/DE(COAL)/WCL/Bellora Naigaon/313/2014	5 Years	Page No.6 Point No.15	
			MAHAGENCO	DYCE(TI &C)/WASH COAL/WCL/2011/T-04	Any Financial Year	Page No.8 Point No. 1.3.2.	
3.	Point 1.5 Page 12	<b>Minimum Qualification Requirements Technical Criteria</b>	<p>1. In case Washery having annual Capacity of 2.4 MMTPA can the Washery owner lease 1.00 MMTPA to third party on Lease who is otherwise qualified in Tender and for the balance spare capacity of 1.4 MMTPA can owner be participate by himself in tender using his own credential. <b>Please clarify</b></p> <p>2. In case bidder has two Washery then one washery can be leased out to the qualified Vendor and other Washery can be offered for bidding this tender in own capacity. Both washeries are of 2.4 MMTPA. <b>Please Clarify.</b></p>				<p><b>Yes.</b></p> <p><b>Yes.</b></p>
4.		<p><b>Financial Criteria</b> The Bidder must demonstrate sound financial status as defined under this clause to the satisfaction of MSMC:</p>	<p>Since the previous tender was for 22 MMTPA and 80% works out to 17.6 MMTPA, the Net worth and Turnover to be consider on Pro-rata Basis. The Net Worth and Turnover for the previous Tender was Rs. 250 Cr. &amp; Rs. 450 Crores respectively. Considering the pro-rata basis</p>				<p><b>REVISED CLAUSE:</b> <b>Financial Criteria</b> The Bidder must demonstrate sound financial status as defined under this clause to the satisfaction of MSMC:</p>

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		1. As on 31st March 2020, the Bidder should have a Net worth of atleast Indian Rupees 85 (Eighty Five) Crores and a Turnover of at least Indian Rupees 140 (One Hundred & Forty) Crores.	as per the quantity offered in the earlier tender it works out to Rs. 14.20 Crores per MMY for Net Worth and Rs. 25.56 Crores per MMT for Turnover. For every MMT offered the same should be considered for the offered quantity by bidder in this tender as the estimates are similar.	As on 31st March 2020, the Bidder should have a Turnover of at least Indian Rupees 96.00 (Ninety Six) Crores and Net Worth of at least Indian Rupees 58.00 (Fifty Eight) Crores.
5.	Page 12	Leasing of Washery : The bidder (JV Partner/ Consortium) meeting aforementioned technical and financial criteria shall be permitted to submit bid through washery hired on lease basis in any of the three subsidiaries of Coal India Limited.	We request of verification bonafied washery owner and/or lessee's. Following licenses as well as other document are importance for establishment genuine washery owner. i) Factory Licenses ii) IEM Certificate issued by Ministry of Commerce & Industry of Govt. of India. iii) MSME Registration iv) PF and ESIC Registration Certificate v) Name of the Power Supply bill vi) Pollution Control Board Certificate vii) Land revenue Certificate/Record viii) Any other relevant Government Record.	<b>To be verified during scrutiny.</b>
6.	Bidders Bank Guarantee Page 13	5) Bidders Bank Guarantee has not been invoked by any Government Company/Undertaking on account of its failure to carry out tender milestone/obligation;	Since the successful Bidders in earlier tenders are also facing Litigations & legal cases with the Government companies, similar to ACB Ltd., we request you to please consider our request. Most of the companies have some legal/litigation pending in the court of law. Please clarify for documents to be produced.	Tender provisions prevail.
7.	Point-2.3 Page 13	Guaranteed Specification of Washed Coal	WCL normative yield is 85% of Raw Coal as mentioned in your tender documents which considers only G-10/11/12 Grades. Due to	Tender provisions prevail.

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			heterogeneous physical properties of coal it varies from Seam to Seam There are chances of getting G-13/14/15/16 and lower Grade Coal also. In that case what will be the revised normalized Yield (YM) for G13/14/15/16 Grades. Please clarify	
8.	Cl. 2.5.2 Page 25	Diesel Escalation/De-Escalation Formula for Transportation/Loading Charges	Escalation/Revision of transportation charges to be applicable on quarterly basis as the diesel prices are volatile and vary on daily basis.	Tender provisions prevail.
9.	Cl. 2.7.1 Page 28	<b>2.7 DETERMINATION OF QUALITY:</b> <b>At Unloading end :</b> The sampling and analysis of Beneficiated coal shall be carried out at the unloading end (TPS) on Rake - to - Rake basis by Third Party Agency to be appointed by MAHAGENCO. The cost of Third Party Agency shall be borne equally by Washery Contractor and MAHAGENCO.	As the Third Party is appointed by MAHAGENCO, the cost of TPA should also be borne by MAHAGENCO only. Please amend suitably.	Tender provisions prevail.
10.	Cl. 2.8.34 Page 31	<b>2.8.4 PENALTY ON ACCOUNT OF LAPSE OF RELEASE ORDER (RO) QUANTITY:</b> If Bidder fails to lift 95% of the quantity of the release order issued by WCL/MCL within the validity period of DO, then the	If the Bidder fails to lift 95% of Quantity of RoM Coal due to certain issues like heavy rains, mines flooded with Water, Closure of mines approach Road then in such circumstances penalty should be waived off on submission of adequate documents from WCL.	Tender provisions prevail.

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		penalty @ 15% of the notified Base Price of G11 /G13 in WCL/MCL area respectively coal plus taxes shall be applicable for shortfall quantity computed on 10 days lot basis.		
11.	Cl. 2.8.5 Page 31	<b>2.8.5 PENALTY ON ACCOUNT OF LESS DELIVERY OF WASHED COAL AGAINST DO QUANTITY:</b> - If Bidder fails to deliver cumulative quantity of washed coal of the DO quantity within 12 days from the date of DO then the penalty @ 10 % of the Notified Base Price of allocated grade of RoM coal plus taxes of the respective command area shall be applicable for shortfall quantity. No excuse for availability of the crushed coal or non-availability of rakes would be entertained.	Please clarify regarding 12 days period. We assume that the same is after the D.O. validity i.e. 45 days In Certain instances due to heavy traffic or mishap in certain railway tracks, the traffic is hampered. For this the Railway authorities imposes restrictions on certain Rake movement destination wise. Hence we request you to waive off this penalty on submission of adequate documentation from the Concerned Railway Authority.	Tender provisions prevail.
12.	Cl. 2.8.6 Page 31/32	MSMC will allocate raw Coal to Bidder only after completing the formalities and verifying the documents mentioned below: - Bidder shall have to commence the supply of beneficiated (washed) coal rake to Mahagenco TPS within a period of 10 (Ten) days from the date	Generally the RO is released by WCL is having validity of 45 days from the date of issue and as per our past experience, the major quantity of RO is delivered by WCL in the end of last 21 days hence we request you for a period of 21 days instead of 10 days.	Tender provisions prevail.

S. N.	Tender Point Nos. & Page Nos.	Tender Clause / Particulars	Queries Raised by participant(s)/ Received at MSMC's Office	MSMCL's Reply against the said queries
		of issue of First Release Order (RO) by Coal Company.		
13.	Cl. 2.8.8 Page 33	Recoveries against Under Loading, Over Loading of Wagons & Demurrage.	It is standard practice to share the Under Loading/Over Loading charges in ratio of 50:50. Since the activity of loading of coal in rakes is undertaken manually and it is a bit difficult to assess the Under & Over Loading at time of dispatch of Rake, hence it should be equally shared between MAHAGENCO/Agency.	Tender provisions prevail.
14.	Cl. 2.8.9 Page 33/34	<b>2.8.9 PENALTY FOR NON-SUPPLY OF BENEFICIATED COAL:</b> a) If Bidder fails to supply minimum 90% of Delivery Order (DO) quantity of the beneficiated coal as per the guaranteed yield on month to month basis, the penalty will be imposed @ 10/- per MT of beneficiated coal received shorter than the 90% prorate quantity for that month.	As the DO issued by WCL has validity of 45 days, it has been generally observed that coal has been delivered by WCL in last 15 days period hence we request you to allow the supply of washed coal to TPS till 20 <sup>th</sup> day of succeeding month instead of 7 <sup>th</sup> day of the month as per tender.	Tender provisions prevail.
15.	Cl. 2.8.5, Cl. 2.8.9 Page31/33	<b>2.8.5 PENALTY ON ACCOUNT OF LESS DELIVERY OF WASHED COAL AGAINST DO QUANTITY:</b> <b>2.8.9 PENALTY FOR NON-SUPPLY OF BENEFICIATED COAL:</b>	Clause No. 2.8.9. on Page No.33 also mentioned about non supply of Beneficiated coal. It seems that two penalties are levied for the same cause of action. This seems unreasonable. Hence 2.8.5 should be omitted, as the same will considered as double penalty.	Tender provisions prevail.
16.	Cl. 2.9.4 Page 36	The payment voucher will be prepared by MAHAGENCO's concerned power station after	As the Monthly Invoices are raised in the first week of the succeeding month, we request you to release 80% of the Payment on submission of Bills and the balance payment should be released as per the clause.	Tender provisions prevail.

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		recovery of Railway Penalties (overloading, under loading charges, etc.), if applicable, as per Clause No. 2.11 and any other deductions as per the Contractual terms and the duly audited payment voucher for releasing payments within 30 days after receipt of the monthly invoices to MSMC for onward payment to the contractor.		
17.	Cl. 2.9.7 Page 37	Transfer of Washed Coal Quantity from one TPS to other TPS	We assume that the right to transfer the Washed Coal quantity from One TPS to Other TPS of MAHAGENCO will be supported by Documentary evidence and not by way of Verbal communication. Please amend the clause as requested.	Tender provisions prevail.
18.	Cl. 2.11.3 Page 38	Other Arrangements-	In case of Railways charging penal freight excluding Normal freight, the same should be shared in ratio of 50:50 equally.	Tender provisions prevail.
19.	Cl. 2.1.36 Page	The Bidder shall keep informed MSMC, respective Chief Engineer(s) of Mahagenco TPS, Dy. CE-III(FM), Nagpur & CE(FM), Mumbai about movement, dispatches and receipts of rakes to MSMC/Mahagenco TPS on day to day basis through email & telephonically.	Please clarify regarding the TPS wise supply of beneficiated coal quantity.	Tender provisions prevail.

S. N.	Tender Point Nos. & Page Nos.	Tender Clause / Particulars	Queries Raised by participant(s)/ Received at MSMC's Office	MSMCL's Reply against the said queries						
20.	Cl. 2.07 Page 28	Determination of Quality at Loading and Unloading point.	In case of dispute regarding sampling results at loading and unloading end, it is not clearly mention regarding methodology for referee sample testing.	Tender provisions prevail.						
21.	MSME	MSME Registration	As per the circular No. F.No22(1)2012-MA dated 24 <sup>th</sup> October 2016 as mentioned in the Policy guide line in tender in tender, participating MSEM's quoting price within band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSME. Such MSMEs shall be allowed to supply at least 20% of total tendered value. In case of more than one such MSME, the supply will be shared proportionately (to tendered quantity). What other benefits/relaxations will be available for MSME registered Unit. Please Clarify.	<p>k) M. S. M. E. (Micro, Small &amp; Medium Enterprises) shall be defined as follows:</p> <table border="1"> <thead> <tr> <th>Micro Enterprises</th> <th>Small Enterprises</th> <th>Medium Enterprises</th> </tr> </thead> <tbody> <tr> <td>Investment in Plant &amp; Machinery or equipment not more than 1.00 Cr. &amp; Annual Turn Over not more than 5.00 Cr.</td> <td>Investment in Plant &amp; Machinery or equipment not more than 10.00 Cr. &amp; Annual Turn Over not more than 50.00 Cr.</td> <td>Investment in Plant &amp; Machinery or equipment not more than 50.00 Cr. &amp; Annual Turn Over not more than 255.00 Cr.</td> </tr> </tbody> </table> <p><b>MSME registered units are also eligible for relaxation in Tender Fee and EMD.</b></p>	Micro Enterprises	Small Enterprises	Medium Enterprises	Investment in Plant & Machinery or equipment not more than 1.00 Cr. & Annual Turn Over not more than 5.00 Cr.	Investment in Plant & Machinery or equipment not more than 10.00 Cr. & Annual Turn Over not more than 50.00 Cr.	Investment in Plant & Machinery or equipment not more than 50.00 Cr. & Annual Turn Over not more than 255.00 Cr.
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22.	Cl. 1.5 (4) Page 11	All the Bidders must have executed the work of lifting and beneficiation of an average quantity of 0.50 Million Metric Tonnes per annum (0.50 MTPA) of RoM coal and supply of beneficiation coal (Washed Coal) in the last three Financial Years (2017-18,	We are Coal Beneficiation Company having wet type washery and siding at a strategic location in WCL. We started operations in last year. In your tender for 20% quantity, there exist no opportunity for NEW BIDDER to participate in tender. Whereas 20% quantity is supposed to be to encourage new vendors so that we can be a vender to serve you in washing activities. MSMC has taken base of Gujarat State Electricity Corporation Limited Tender Specification No. GSECL/Fuel/Wash Coal/2016-17 dated 07.09.2016 as model tender for preparation of the subject tender wherein "GSECL invites bid from	Tender provisions prevail.						



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		2018-19 and 2019-20) to any state electricity Board or Central Government owned Company or any State owned company or supply to independent power producer (IPP) (not captive) of which the Bidder shall have experience of average quantity of 1.00 MMTPA exclusively for state electricity Board or Central Government owned Company.	eligible bidders for beneficiation (Washing) of 12.0 Lakh MT per month (14.40 MMTPA of RoM Coal and supply of Beneficiation coal (Wahsed Coal) to its TPS of GSECL. The said tender of GSECL requires bidder's Minimum Qualification requirements as the bidder should have executed the work of lifting and beneficiation of at least 3 Lakh Mt of RoM Coal and supply of beneficiated coal (Washed Coal) is carried out at the washery in the last one year. Therefore the minimum work experience is required mere less than 2.10% of tender quantity, <b>thus we request you for 2.0 MMTPA tender beneficiation of raw coal 42000 thousand MT quantity per year may be ask for minimum qualification requirement.</b>	
23.	Cl. 1.5 Page 12	<b>Financial Criteria</b> As on 31st March 2020, the Bidder should have a Net worth of atleast Indian Rupees 85 (Eighty Five) Crores and a Turnover of at least Indian Rupees 140 (One Hundred & Forty) Crores.	"The Pre-qualifying requirements for SECL and MCL subsidiaries are suitable as per tender because there are continuous similar nature of work for the washeries from Govt., PSU's and IPP's, whereas for WCL Subsidiary, the entire scenario is different as there is no major work for washery operators from last 3 years from Govt. PSUs as well as IPP's therefore the technical and financial criteria for WCL subsidiary should be relaxed accordingly, so that the bidder of Vidharbha area may get chance to participate in the tender. <b>It is requested to you that kindly consider Net worth of around 10 Crores &amp; Turnover Rs. 50 Crore for the last Financial Year for the new bidders.</b>	<b><u>REVISED CLAUSE:</u></b> <b><u>Financial Criteria</u></b> The Bidder must demonstrate sound financial status as defined under this clause to the satisfaction of MSMC: As on 31st March 2020, the Bidder should have a Turnover of at least Indian Rupees 96.00 (Ninety Six) Crores and Net Worth of at least Indian Rupees 58.00 (Fifty Eight) Crores.
24.	General	<b>New Insertion Requirement:-</b> MSME/SME Bidders must be given relaxation under WCL subsidiary.	This clause should be inserted so that new beneficiation plant can have opportunity to Participate in tender. To improve the situation of market government of India/State government have taken a decision to encourage the small scale industries during the ongoing Covid-19 pandemonium in the world. Hence washery under small scale industries deserve to relaxation in the above tender. MSME Bidders should be relaxed from deposit tender, EMD &	<b>MSME provision made at Sr. No. 21 as above.</b>

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			Performance Guarantees and other benefits deemed fit to promote business and employment. MSME has also published a public procurement policy for (MSEs) order, 2012 vide subsequent amendments which mandates 25% of annual procurement from MSEs along with various benefits which should be provided to MSME.	
25.	Cl. 4 Sec. I Cl. 4 Page 11	Experience and Technical Qualifying Criteria	The Beneficiation of coal and dispatch of beneficiated coal to various TPS of MAHAGENCO has been floated after a long time as there has been no tender floated by MAHAGENCO for washed coal for the past 8-9 years. In your qualifying conditions you have requested for 3 years' experience from 2017-18, 2018-19 & 2019-20, which is very less as other State TPS allow 5 to 7 years experience. As informed in the meeting that no Tender has been called for after 2011 by any Government Subsidiary over the period, hence consideration should be given on Qualifying Criteria. Further since, SECL is not included in the current tender only allowing experience of SECL apart from WCL/MCL seems illogical. Either experience of WCL/MCL should be considered or Pan India to be allowed for level playing ground. This will enable you to get more competition and participants for the benefit of MHAGENCO. We feel that the relaxation in Qualification Criteria will be for the benefit of MSMC, MAHAGENCO in view of increase participation by various washeries of WCL.	<b>Revised and Corrigendum posted on the portal of tendering website.</b>
26.	Cl. Page	Joint/Consortium:	As regards to Joint/Consortium, it clearly means that the Total New Worth/Turnover and Technical Criteria of both the Partners should be considered and not individual Criteria for the same.	Tender provisions prevail.
27.	Cl. Page	<b>Leasing of Washeries:</b>	With reference to Leasing of Washeries, the Contractors who have already qualified and allotted work should not be allowed as other Contractor's would be left out and the scope of participation would reduce.	Tender provisions prevail.

## CORRIGENDUM AS FOLLOWS

S. N.	Clause & Page Nos.	Particulars	Existing/Original Clause	Revised Clause						
	Sec. II 2.2 Page 23	2.2 DEFINITION:	<b>Not available (to be inserted).</b>	<p>k) M. S. M. E. (Micro, Small &amp; Medium Enterprises) shall be defined as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Micro Enterprises</th> <th style="text-align: center;">Small Enterprises</th> <th style="text-align: center;">Medium Enterprises</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; vertical-align: top;">Investment in Plant &amp; Machinery or equipment not more than 1.00 Cr. &amp; Annual Turn Over not more than 5.00 Cr.</td> <td style="text-align: center; vertical-align: top;">Investment in Plant &amp; Machinery or equipment not more than 10.00 Cr. &amp; Annual Turn Over not more than 50.00 Cr.</td> <td style="text-align: center; vertical-align: top;">Investment in Plant &amp; Machinery or equipment not more than 50.00 Cr. &amp; Annual Turn Over not more than 255.00 Cr.</td> </tr> </tbody> </table> <p style="text-align: center;"><b>MSME registered units are also eligible for relaxation in Tender Fee and EMD.</b></p>	Micro Enterprises	Small Enterprises	Medium Enterprises	Investment in Plant & Machinery or equipment not more than 1.00 Cr. & Annual Turn Over not more than 5.00 Cr.	Investment in Plant & Machinery or equipment not more than 10.00 Cr. & Annual Turn Over not more than 50.00 Cr.	Investment in Plant & Machinery or equipment not more than 50.00 Cr. & Annual Turn Over not more than 255.00 Cr.
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	Sec. I Cl. 1.5 (2) Page 11	Technical Criteria:	The Bidder (JV Partner/ Consortium) shall have own beneficiation plant located in vicinity of atleast one of the three subsidiaries i.e. South Eastern Coalfields Limited, Western Coalfields Limited and Mahanadi Coalfields Limited from where the FSA has been allotted to MAHAGENCO.	<p><b>Revised Clause:</b> The Bidder (JV Partner/ Consortium) shall have own beneficiation plant located in vicinity of atleast one of the two subsidiaries i.e. Western Coalfields Limited and Mahanadi Coalfields Limited from where the FSA has been allotted to MAHAGENCO.</p>						
	Sec. I Cl. 1.5 (4) Page 11	Technical Criteria:	All the Bidders must have executed the work of lifting and beneficiation of an average quantity of 0.50 Million Metric Tonnes per annum (0.50 MMTPA) of RoM coal and supply of beneficiation coal (Washed Coal) in the last three Financial Years (2017-18, 2018-19 and 2019-20) to any state electricity Board or Central Government owned Company or any State owned company or supply to independent power	All the Bidders must have executed the work of lifting and beneficiation of an average quantity of 1.50 Million Metric Tonnes per annum (1.50 MMTPA) of RoM coal and supply of beneficiation coal (Washed Coal) in the last three Financial Years (2017-18, 2018-19 and 2019-20) to any state electricity Board or Central Government owned Company or any State owned company or supply to independent power producer						

			producer (IPP) (not captive) of which the Bidder shall have experience of average quantity of 1.00 MMTPA exclusively for state electricity Board or Central Government owned Company.	(IPP) (not captive) of which the Bidder shall have experience of average quantity of 1.00 MMTPA exclusively for state electricity Board or Central Government owned Company. <b>(Revised due to typographical mistake.)</b>
	Sec. I Cl. 1 Page 12	<b>Financial Criteria:</b>	<b>Financial Criteria:</b> The Bidder must demonstrate sound financial status as defined under this clause to the satisfaction of MSMC: 1. As on 31 <sup>st</sup> March, 2020, the Bidder should have a Net Worth of at least Indian Rupees 85 (Eighty Five) Crores and a Turnover of at least Indian Rupees 140 (One Hundred and Fourty) Crores.	<b>Financial Criteria:</b> The Bidder must demonstrate sound financial status as defined under this clause to the satisfaction of MSMC: 1. As on 31 <sup>st</sup> March, 2020, the Bidder should have a Net Worth of at least Indian Rupees 58 (Fifty Eight) Crores and a Turnover of at least Indian Rupees 96 (Ninety Six) Crores.