



Ref. No. MCL/SBP/GM(CMC)/NIT-168/2022/ 993

Date: 22.03.2022

LETTER OF ACCEPTANCE

To,

Essel Mining & Industries Ltd,
18th Floor, Industry House, 10, Camac Street,
Kolkata, PIN-700017,
West Bengal.

E-mail Id: mahak.mehra@adityabirla.com

Sub: Development and Operation of Subhadra OCP (West of Gopalprasad west & Utkal - A Block) as per Part-II (scope of the Project) of Contract Agreement and other requirements specified in the Contract Agreement.

**Ref.: (i) Your online Bid (Bid ID: 739527) against NIT No.: MCL/SBP/GM(CMC)/NIT-168/2021/376 dated 22.08.2021
(ii) Tender ID: 2021_MCL_215197_1**

Dear Sir,

With reference to above, this is to convey that the Competent Authority has accepted your offer against NIT-168 dated 22.08.2021 in accordance with detailed NIT provisions.

The Work description, quantity, rate, value and period of work are detailed as under :-

Description of Work	Total Quantity	Base Mining Charge (INR/Te.)	Total Amount excluding GST (INR)	Contract Period*
Development and Operation of Subhadra OCP (West of Gopalprasad west & Utkal - A Block) as per Part-II (scope of the Project) of Contract Agreement and other requirements specified in the Contract Agreement.	Coal: 524 Million Tonne (MT) Overburden: 586.41 Million Cubic Meter (M.Cu.M)	₹ 497.00 (Rupees Four Hundred Ninety-Seven)	₹ 26,042,80,00,000.00 (Rupees Twenty-Six Thousand Forty-Two Crore Eighty Lakh Only)	25 (Twenty-Five) Years/ 9125 (Nine Thousand One Hundred Twenty-Five) Days

(a) Total Amount excluding GST: ₹ 26,042,80,00,000.00
(Taxable value for the purpose of GST)

(b) GST @ 18%: ₹ 4,687,70,40,000.00

(c) GRAND TOTAL: ₹ 30,730,50,40,000.00

(d) Total cost to Company ₹ 26,042,80,00,000.00
(considering the impact of Input Tax Credit)

After inclusion of GST @18% in the quoted value, the value comes to ₹ 30,730,50,40,000.00

(Rupees Thirty Thousand Seven Hundred Thirty Crore Fifty Lakh Forty Thousand only)

* "Contract Period" shall mean the period starting on and from the Appointed Date and ending on 25th (twenty fifth) anniversary of the Appointed Date or life of the Mine or the date of Termination of the agreement or completion of total scheduled quantity of both OB & coal as per Cl. 20.2.1 & 21.2.1, whichever is shorter or the Transfer Date, whichever is earlier.

All the Terms & Conditions of the NIT are applicable for this work.



You are advised to contact General Manager, Subhadra Area, MCL for submission of Performance Security, execution of Agreement and further instruction. Formal Work Order will be issued by Area Authority.

You are advised to furnish Performance Security Deposit of Rs.113.10 Crores (Rupees One Hundred Thirteen Crore Ten Lakh Only) as per Clause No. 9.1.1 of MCA in form of irrevocable, unconditional, first demand Bank Guarantee (BG) from a Bank as per Schedule-F (the "Performance Security") of Bid Document, no later than 90 (Ninety) days from the date of issue of the Letter of Acceptance (LOA).

The Bank Guarantee issued by the issuing Bank on your behalf in favour of Mahanadi Coalfields Limited (MCL) shall be in paper form as well as issued under Structured Financial Messaging System (SFMS). The BG deposited as Performance Security Deposit shall be valid, effective and in full force, until the date that occurs 90 (Ninety) days after the expiry of the Contract Period.

After furnishing the requisite Performance Security, you are further advised to execute the Contract Agreement within 90 (Ninety) days from the date of issue of LOA through the Special Purpose Vehicle (SPV). The formation of SPV shall be as per the Terms & Conditions of Bid Document.

For compliance with the specific conditions of ToR (Terms of Reference) granted by MoEF & CC for Subhadra OCP, the following steps with regard to the Project Milestone Activity "straightening the part of Singhada Jhor having southern meandering" are to be taken and to be dealt after execution of Contract Agreement as per Article 15 "Change of Scope" of MCA:

- Exclusion of the activity "straightening the part of Singhada Jhor having southern meandering" from Project Milestone-IV which is scheduled to be completed prior to occurrence of the date falling on 1460th (One thousand four hundred sixty) day from the Appointed Date.
- Not monitoring physical & financial progress of the activity "straightening the part of Singhada Jhor having southern meandering" in Project Milestone-IV, V, VI & VII, i.e. exclusion of capital investment against the above activity in the Assessed Project Cost of the Mine Operator from Project Milestone-IV, V, VI & VII in Schedule-G of MCA for financial progress and not monitoring this activity for achievement of Commercial Operation Date (COD).
- Incorporating the activity of "straightening the part of Singhada Jhor having southern meandering" scheduled to be completed prior to the date falling on 1460th day from the Appointed Date to after 10th Year of Mine Life and completion before 12th year (4380 days) from Appointed Date as per specific conditions of ToR (Terms of Reference) granted by MoEF & CC for Subhadra OCP.
- Mine Operator to assess the impact on the capital investment and Mining Charge of Mine Operator due to shifting of "straightening the part of Singhada Jhor having southern meandering" scheduled to be completed from prior to the date falling on 1460th day of the Appointed Date to after 10th Year of Mine Life and completion before 12th year (4380 days) from Appointed Date and to pass the benefit accruing to the Mine Operator to Mahanadi Coalfields Limited in the form of reduced Mining Charge.

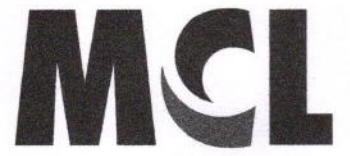
You are advised to sign & submit a copy of this LOA as a token of acceptance.



Yours' faithfully,

Signature Not Verified

General Manager (Pa S),
Date: 2024.08.22 17:34:58 IST
Location: Coal India Limited-CIL



Ref. No. MCL/SBP/GM(CMC)/NIT-168/2022/ 1003

Date: 25.03.2022

ADDENDUM to LETTER OF ACCEPTANCE

To,

**Essel Mining & Industries Ltd,
18th Floor, Industry House, 10, Camac Street,
Kolkata, PIN-700017,
West Bengal.
E-mail Id: mahak.mehra@adityabirla.com**

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(ii) Tender ID: 2021_MCL_215197_1
(iii) LOA No. MCL/SBP/GM(CMC)/NIT-168/2022/993, Dt. 22.03.2022**

Dear Sir,

With reference to above, the following addendum to the Letter of Acceptance issued on 22.03.2022 is being conveyed:

You are advised to furnish Additional Performance Guarantee for an amount of Rs.12.425 Crores (Rupees Twelve Crore Forty Two Lakh Fifty Thousand Only) for each executant of the Joint Operating Agreement i.e. (i) Essel Mining & Industries Limited (ii) Bhubaneswari Coal Mining Limited as per Clause No. 2.2.11 of RFB in the form of an irrevocable and unconditional Bank Guarantee (BG) in the prescribed format given in Annex-I of Appendix-V (ADDITIONAL PERFORMANCE GUARANTEE) of RFB, within 60 (Sixty) days from the date of issuance of Letter of Acceptance (LOA), i.e. on or before 20.05.2022.

The BG deposited as Additional Performance Guarantee shall be kept valid and operative up to 90 (ninety) days after the expiry of the validity of Joint Operating Agreement [i.e. 2 (two) years from the COD in terms of the Contract Agreement].

The Bank Guarantee issued by the issuing Bank on your behalf in favour of Mahanadi Coalfields Limited (MCL) shall be in paper form as well as issued under Structured Financial Messaging System (SFMS).

The above addendum will form part of the Letter of Acceptance Dtd. 22.03.2022 and the Contract Agreement.

All the Terms & Conditions of the NIT are applicable for this work.

You are advised to sign & submit a copy of this addendum to LOA as a token of acceptance.

Yours' faithfully,

25/03/2022

**General Manager (CMC),
MCL HQ**

