

Date: January 17, 2015

Corrigendum No. 2 to Standard Tender Document (Schedule II Coal Mines)
(For iron and steel, cement and captive power plant sector)

S. No.	Reference to Tender Document	As appearing in Original Tender Document	To be read as
1.	1.1.3 Agreement	“Agreement” shall mean the Coal Mine Development and Production Agreement to be executed pursuant to <u>Rule 3(5) of the Rules</u> in substantially the same form as specified in Annexure IX.	“Agreement” shall mean the Coal Mine Development and Production Agreement to be executed pursuant to <u>Rule 13(5) of the Rules</u> in substantially the same form as specified in Annexure IX
2.	1.1.11 CIL Notified Price	“CIL Notified Price” shall mean the <u>weighted average of the</u> prevailing notified price of relevant grade(s) of coal by CIL or any of its subsidiaries, as may be territorially relevant to the Coal Mine, as on the date of sale of coal.	“CIL Notified Price” shall mean the prevailing notified price of relevant grade(s) of coal by CIL or any of its subsidiaries, as may be territorially relevant to the Coal Mine, as on the date of sale of coal.
3.	3.3.2 (a) Technical Qualification	In the first stage, the Bidders would be required to and (iii) the Financial Bid to the extent of specifying the Initial Price Offer, which should <u>not be less than</u> the Floor Price. The Floor Price	In the first stage, the Bidders would be required to and (iii) the Financial Bid to the extent of specifying the Initial Price Offer, which should <u>be higher than</u> the Floor Price. The Floor Price
4.	3.3.2 (b) (i) Ranking and Qualification	In the event that the total number of Technically Qualified Bidders is less than three then no Technically Qualified Bidder shall be considered to be Qualified Bidder(s).	In the event that the total number of Technically Qualified Bidders is less than three then no Technically Qualified Bidder shall be considered to be Qualified Bidder(s) <u>and the Coal Mine may be subjected to re-auction or being granted to the custody of a Designated Custodian, and this tender process may be annulled.</u>
5.	4.1.2 (b) Eligibility on the basis of coal requirements	Extractable reserves of the Coal Mine should not exceed 150% of the annual coal requirement of the Specified End Use Plant(s), taken over a period of 30 (thirty) years, less the requirement of coal of such Specified End Use Plant met from any other coal	Extractable reserves of the Coal Mine should not exceed 150% of the annual coal requirement of the Specified End Use Plant(s), taken over a period of 30 (thirty) years, less the requirement of coal of such Specified End Use Plant met from any other coal

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		mine allocated to the <u>Successful Bidder</u> pursuant to any other <u>auction</u> process conducted by the Nominated Authority under the Ordinance and the Rules.	mine allocated to the <u>Preferred Bidder, Successful Bidder, Preferred Allottee or Allottee, as the case may be,</u> pursuant to any other <u>auction or allotment</u> process conducted by the Nominated Authority under the Ordinance and the Rules.
6.	5.6.3 Verification by the Nominated Authority and Disqualification	The rejection of a bid under Clause 5.6.2 shall lead to the disqualification of the Bidder for <u>bidding for any auction</u> conducted by the Nominated Authority for a period of one year starting from the date of appropriation of the Bid Security or any other earlier date specified by the Nominated Authority (“Disqualification”). Such Disqualification including annulment of the tender process	The rejection of a bid under Clause 5.6.2 shall lead to the disqualification of the Bidder for <u>participating in any auction or allotment</u> conducted by the Nominated Authority for a period of one year starting from the date of appropriation of the Bid Security or any other earlier date specified by the Nominated Authority (“Disqualification”). Such Disqualification including annulment of the tender process
7.	5.7.2 Utilisation of Coal	Any coal which is extracted in excess of the <u>entitlement</u> of the Bidder in terms of this Tender Document shall be required to be supplied at CIL at the CIL Notified Price.	Any coal which is extracted in excess of the <u>requirement</u> of the Bidder in terms of this Tender Document shall be required to be supplied to CIL at the CIL Notified Price.
8.	7.1.1 Performance Security	The Successful Bidder shall provide to the Government an irrevocable and unconditional guarantee from an Acceptable Bank at Delhi, for the performance of its obligations within such time as specified in Clause 3.8. The Performance Security shall be an amount which aggregate of: (a) one year royalty payable to respective State Government with respect to the Coal Mine; and (b) the annual peak rated capacity of the Coal Mine as per the approved Mine Plan multiplied by the Final Price Offer based on which the Successful Bidder has been selected. The Performance Security shall be in substantially	The Successful Bidder shall provide to the Government an irrevocable and unconditional guarantee from an Acceptable Bank at Delhi, for the performance of its obligations within such time as specified in Clause 3.8. The Performance Security shall be an amount which aggregate of: (a) one year royalty <u>to be computed on the basis of peak rated capacity of the Coal Mine as per the approved Mine Plan,</u> payable to respective State Government with respect to the Coal Mine; and (b) the annual peak rated capacity of the Coal Mine as per the approved Mine Plan multiplied by the Final Price Offer based on which the

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		the form as provided in the Agreement.	Successful Bidder has been selected. The Performance Security shall be in substantially the form as provided in the Agreement.
9.	7.1.2 Performance Security	In case of any revision in Mine Plan in accordance with Clause 9.1, the amount of Performance Security shall be revised accordingly. In such case, bank guarantee constituting the Performance Security shall be substituted with another bank guarantee of the same value issued in accordance with this Clause 7, which is for the revised amount.	In case of any revision in Mine Plan in accordance with Clause 9.1, the amount of Performance Security shall be revised accordingly. In such case, bank guarantee constituting the Performance Security shall be substituted with another bank guarantee of the value issued in accordance with this Clause 7, which is for the revised amount.
10.	8.1.2 Fraud and Corrupt Practices	Without prejudice to the rights of the Nominated Authority under Clause 8.1.1 hereinabove and the rights and remedies which the Nominated Authority may have under the Vesting Order or the Agreement, or otherwise if a Bidder, Preferred Bidder or Successful Bidder, as the case may be, is found by the Nominated Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the tender process, or after the issuance of the Vesting Order or the execution of the Agreement, such Bidder, Successful Bidder or Successful Bidder shall not be eligible to participate in any tender or Tender Document issued by the Nominated Authority during a period of 5 (five) years from the date such Bidder or Successful Bidder , as the case may be, is found by the Nominated Authority to have directly or indirectly or through	Without prejudice to the rights of the Nominated Authority under Clause 8.1.1 hereinabove and the rights and remedies which the Nominated Authority may have under the Vesting Order or the Agreement, or otherwise if a Bidder, Preferred Bidder or Successful Bidder, as the case may be, is found by the Nominated Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the tender process, or after the issuance of the Vesting Order or the execution of the Agreement, such Bidder, Preferred Bidder or Successful Bidder shall not be eligible to participate in any process undertaken by the Nominated Authority for auction or allotment of any Schedule I coal mine (as defined in the Ordinance) during a period of 1 (one) year from the date such Bidder, Preferred Bidder or Successful Bidder , as the case

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		an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practices, as the case may be.	may be, is found by the Nominated Authority to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practices, as the case may be.
11.	Annexure II – 3.b. Stage 2: electronic auction – Final Price Offer	E-auction is the process of.....will not be displayed. The Qualified Bidder shall have to put its Final Price Offer over and above the displayed highest bid by an increment of Rs 2 per tonne to become the highest Qualified Bidder. The electronic auction process will have a scheduled start and close time which will be displayed on screen. A Qualified Bidder	E-auction is the process of.....will not be displayed. The Qualified Bidder shall have to put its Final Price Offer over and above the displayed highest bid by a minimum increment of Rs 2 per tonne to become the highest Qualified Bidder. The electronic auction process will have a scheduled start and close time which will be displayed on screen. A Qualified Bidder

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Clause 3.3.2 (c) Final Price Offer

[To be appended at the end of the clause]

In the event that the Qualified Bidder that submitted the highest Initial Price Offer i.e. the Applicable Floor Price, becomes ineligible to participate in the electronic auction, the next highest Initial Price Offer shall become the Applicable Floor Price.

In case the auction process is annulled due to non-submission of at least one Final Price Offer on the electronic auction platform, the Bid Security of the Qualified Bidder(s) who has submitted the highest Initial Price Offer i.e. the Applicable Floor Price, shall be forfeited in accordance with Clause 6.1.6.

Clause 3.10 Periodic Payments by the Successful Bidder

3.10.3 It may be clarified that the statutory royalty payable on coal shall be payable additionally as per extant law.

Annexure II – 3. a. (ii) Offline submission of certain original documents

[To be appended at the end of the clause]

The aforementioned documents shall be submitted at the following address:

The Nominated Authority
World Trade Tower, Ground Floor
Barakhamba Lane
New Delhi – 110001

Clause 6.1.6 Bid Security

[To be appended at the end of the clause]

e) In the case of Qualified Bidder(s) who has submitted the highest Initial Price Offer i.e. the Applicable Floor Price, if the auction process is annulled due to non-submission of at least one Final Price Offer on the electronic auction platform.