

Date: January 31, 2015

Corrigendum No. 3 to Standard Tender Document(Schedule II Coal Mines)
(For power sector)

S. No.	Reference to Tender Document	As appearing in Original Tender Document	To be read as
1.	1.1.7 Bid	“ Bid ” shall mean the binding Technical Bid, the Initial Price Offer and the <u>Final Price Offer</u> submitted by the Bidders in accordance with the Tender Document.	“ Bid ” shall mean the binding Technical Bid, the Initial Price Offer, the <u>Final Price Offer and/or Additional Premium, as the case may be,</u> submitted by the Bidders in accordance with the Tender Document.
2.	1.1.16 Final Price Offer	“ Final Price Offer ” shall mean the price per tonne of coal extracted, required to be submitted as part of the Financial Bid on the electronic auction platform in accordance with <u>Clause 3.3.2(c).</u>	“ Final Price Offer ” shall mean the price per tonne of coal extracted, required to be submitted as part of the Financial Bid on the electronic auction platform in accordance with <u>Clause 3.3.2(c)(i), (ii) and (iii).</u>
3.	1.1.28 Preferred Bidder	“ Preferred Bidder ” shall have the meaning ascribed thereto in Clause 3.3.2(c).	“ Preferred Bidder ” shall have the meaning ascribed thereto in Clause 3.3.2(c)(ii) or Clause 3.3.2(c)(iv), as the case may be.3.3.2(c).
4.	1.1.35 Specified End Use Plant	“ Specified End Use Plant ” shall mean a plant of the Bidder or each of the JV Partners (in case the Bidder is a joint venture company) engaged in the Specified End Use.	“ Specified End Use Plant ” shall mean a plant of the Bidder or each of the JV Partners (in case the Bidder is a joint venture company), <u>in India</u> engaged in the Specified End Use.
5.	1.1.40 Tender Document	“ Tender Document ” shall mean this document including its Annexures including specifically the Agreement, the Mine Dossier, any addenda to this Tender Document and any other document issued pursuant hereto.	“ Tender Document ” shall mean this document including its Annexures including specifically the Agreement, the Mine Dossier, <u>notification No. 13016/9/2014-CA-III dated December 26, 2014 of Ministry of Coal,</u> any addenda to this Tender Document and any other document issued pursuant hereto
6.	3.3.1 (b) Description of the Tender Process	Financial Bid comprising of: (i) the Initial Price Offer; and (ii) <u>the Final Price Offer</u> . The Initial Price Offer is required to be submitted along with the Technical Bid. It is hereby clarified that the Financial Bid will comprise of two rounds. In the first round the Initial Price Offer of the Technically Qualified Bidders would be opened and ranked	Financial Bid comprising of: (i) the Initial Price Offer; <u>(ii) the Final Price Offer; and/or (iii) the Additional Premium, if applicable.</u> The Initial Price Offer is required to be submitted along with the Technical Bid. It is hereby clarified that the Financial Bid will comprise of two rounds. In the first round the Initial Price Offer of the

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		on the basis of ascending order for determination of the Qualified Bidders as provided in Clause 3.3.2(b) below. The Qualified Bidders shall be eligible to participate in the electronic auction and submit their <u>Final Price Offer.</u>	Technically Qualified Bidders would be opened and ranked on the basis of ascending order for determination of the Qualified Bidders as provided in Clause 3.3.2(b) below. The Qualified Bidders shall be eligible to participate in the electronic auction and submit their <u>Final Price Offer and/or the Additional Premium, if applicable.</u>
7.	3.3.2 (a) Technical Qualification	In the first stage, the Bidders would be required to submit: (i) the Bid Security; (ii) the Technical Bid in substantially the same format as specified in Annexure III along with a covering letter in substantially the same format as specified in Annexure IV; and (iii) the Financial Bid to the extent of specifying the Initial Price Offer, <u>which should be lower than the Ceiling Price.</u> The Ceiling Price for the Coal Mine is the CIL Notified Price. The Technical Bid	In the first stage, the Bidders would be required to submit: (i) the Bid Security; (ii) the Technical Bid in substantially the same format as specified in Annexure III along with a covering letter in substantially the same format as specified in Annexure IV; and (iii) the Financial Bid to the extent of specifying the Initial Price Offer, <u>which should be greater than or equal to INR 0 (Indian Rupees Zero) and lower than the Ceiling Price. The Ceiling Price for the Coal Mine is the CIL Notified Price (the "Initial Price Offer Ceiling").</u> The Technical Bid
8.	3.3.2 (c)	<u>(c) Final Price Offer</u> <u>The Applicable Ceiling Price for electronic auction shall be the lowest Initial Price Offer received from the Technically Qualified Bidders. The Qualified Bidders shall be permitted to place their Final Price Offer on the electronic auction platform, which is lower than the Applicable Ceiling Price.</u> <u>The Qualified Bidder that submits the lowest Price Offer during the electronic auction process shall be declared as the "Preferred Bidder".</u> <u>In the event that the Qualified Bidder that submitted the lowest Initial Price Offer i.e. the Applicable Ceiling Price, becomes ineligible to participate in the electronic auction, the next lowest Initial Price Offer shall become the Applicable Ceiling Price.</u>	<u>(c) Final Price Offer and Additional Premium</u> <u>The Qualified Bidders shall be entitled to submit the Final Price Offer, subject to the following:</u> <u>(i) the Final Price Offer quoted by the Qualified Bidders should not be more than the lowest Initial Price Offer submitted by any of the Qualified Bidders (the "Final Price Offer Ceiling"). Provided that in the event that the Qualified Bidder which has submitted the lowest Initial Price Offer becomes ineligible to participate in the auction process then the Initial Price Offer which is subsequent in ascending ranking of the Initial Price Offers shall be considered to be the Final Price Offer Ceiling.</u> <u>(ii) In the event that the Final Price Offer Ceiling is more than INR 0 (Indian Rupees Zero), and all the</u>

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		<p><u>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 lowest Initial Price Offer i.e. the Applicable Ceiling Price, shall be forfeited in accordance with Clause 6.1.6.</u></p>	<p><u>Qualified Bidders respectively submit a Final Price Offer which is more than INR 0 (Indian Rupees Zero), then the Qualified Bidder that submits the lowest Final Price Offer shall be declared as the “Preferred Bidder”.</u></p> <p>(iii) <u>However, in the event that any Qualified Bidders submits a Final Price Offer which is equal to INR 0 (Indian Rupees Zero), then the selection of Preferred Bidder shall be made pursuant to Clause 3.3.2(c)(iv) below.</u></p> <p>(iv) <u>In the event that, (A) the Final Price Offer Ceiling is equal to INR 0 (Indian Rupees Zero) – in which case the Final Offer Price would not be required to be submitted; or (B) any Qualified Bidder has submitted a Final Price Offer which is equal to INR 0 (Indian Rupees Zero), then the Qualified Bidders shall be entitled to quote a per Tonne rate (the “Additional Premium”) on the basis of which an amount would be payable in accordance with Clause 3.10.1 on the basis of coal extracted from the Coal Mine, in addition to all other payments required to be made. The Qualified Bidder which submits the highest Additional Premium shall be declared as the “Preferred Bidder”.</u></p> <p>(v) <u>In the event that the auction process is annulled due to non-submission of at least one Final Price Offer or at least one offer of an Additional Premium, as the case may be, the Bid Security of the Qualified Bidder(s) who has submitted the lowest Initial Price Offer which formed the Final Price Offer Ceiling, shall be forfeited in accordance with Clause 6.1.6.</u></p>

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9.	3.3.2 (g) (ii) Payments by the Successful Bidder:	pay a fixed amount for the Successful Bidder is a Prior Allottee, then, the compensation payable to such successful bidder shall be set off or adjusted against the Fixed Amount payable by such Successful Bidder.	pay a fixed amount for the Successful Bidder is a Prior Allottee, then, the compensation payable to such successful bidder shall be set off or adjusted against the Fixed Amount payable by such Successful Bidder. <u>The Fixed Amount is required to be deposited by the Successful Bidder with the Nominated Authority in accordance with the relevant provisions of the Ordinance and the Rules. The Fixed Amount based on the available information and the assessment made by the competent authority has already been uploaded as a part of the Tender Document. 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.</u>																								
10.	3.6.6 Site visits and information	In the event a Bidder wishes to examine the documents pertaining to land, on January 7, 2015 shall not be considered.	In the event a Bidder wishes to examine the documents pertaining to land, on January 7, 2015 shall not be considered. <u>It is clarified that the Nominated Authority shall have no responsibility for any non-availability of documents pertaining to land or the contents of the documents pertaining to land. Irrespective of the availability/non-availability or contents of documents related to land, the Bidders are required to have satisfied themselves on all matters related to the Coal Mine, before submitting a Bid.</u>																								
11.	3.8.1 Schedule of the Tender Process	<table border="1"> <thead> <tr> <th>S. No.</th> <th>Event Description</th> <th colspan="2">Estimated Date</th> </tr> </thead> <tbody> <tr> <td>7.</td> <td>Bid Due Date.</td> <td>T₀ ± 37</td> <td><u>Saturday, January 31, 2015</u></td> </tr> <tr> <td>8.</td> <td>Opening of the</td> <td>T₀</td> <td><u>Sunday,</u></td> </tr> </tbody> </table>	S. No.	Event Description	Estimated Date		7.	Bid Due Date.	T ₀ ± 37	<u>Saturday, January 31, 2015</u>	8.	Opening of the	T ₀	<u>Sunday,</u>	<table border="1"> <thead> <tr> <th>S. No.</th> <th>Event Description</th> <th colspan="2">Estimated Date</th> </tr> </thead> <tbody> <tr> <td>7.</td> <td>Bid Due Date.</td> <td>T₀ ± 40</td> <td><u>Tuesday, February 3, 2015</u></td> </tr> <tr> <td>8.</td> <td>Opening of the</td> <td>T₀</td> <td><u>1400</u></td> </tr> </tbody> </table>	S. No.	Event Description	Estimated Date		7.	Bid Due Date.	T ₀ ± 40	<u>Tuesday, February 3, 2015</u>	8.	Opening of the	T ₀	<u>1400</u>
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			Technical Bid(s).	± 38	<u>February 01, 2015</u>		Technical Bid(s).	± 40	<u>hours on Tuesday, February 3, 2015</u>
		9.	Start date for examination of the Technical Bid(s).	<u>T₀</u> ± 39	<u>Monday, February 2, 2015</u>	9.	Start date for examination of the Technical Bid(s).	<u>T₀</u> ± 40	<u>Tuesday, February 3, 2015</u>
12.	3.10.1 Periodic Payments by the Successful Bidder	In addition to the payments specified in Clause 3.3.2(g), the Successful Bidder shall be required to make monthly payments with respect to the coal extracted from the Coal Mine on the basis of <u>INR 100/Tonne</u> . Provided however that, in the event a Successful Bidder is undertaking sale of power on a merchant basis, subject to a maximum 15% of generation capacity of Specified End Use Plant, <u>then the aforementioned amount of INR 100/Tonne shall stand revised</u> to INR [●]/Tonne for the quantum of coal utilised for generation of such power sold on merchant basis. Such payments are required to be made within 20 calendar days of expiry of each month with respect to coal extracted from the Coal Mine in the previous calendar month.				In addition to the payments specified in Clause 3.3.2(g), the Successful Bidder shall be required to make monthly payments with respect to the coal extracted from the Coal Mine on the basis of <u>INR 100/Tonne (the “Fixed Rate”) plus the Additional Premium, if applicable</u> . Provided however that, in the event a Successful Bidder is undertaking sale of power on a merchant basis, subject to a maximum 15% of generation capacity of Specified End Use Plant, <u>then the Fixed Rate shall stand revised</u> to INR [●]/Tonne for the quantum of coal utilised for generation of such power sold on merchant basis. Such payments are required to be made within 20 calendar days of expiry of each month with respect to coal extracted from the Coal Mine in the previous calendar month. <u>It is clarified that Additional Premium is not payable on the quantum of coal utilised for generation of such power sold on merchant basis.</u>			
13.	3.10.2 Periodic Payments by the Successful Bidder	However the aggregate of (i) the <u>Price Offer</u> pursuant to which the Successful Bidder has received the Vesting Order; and (ii) <u>the aforementioned amount of INR 100/Tonne, will be used</u> for computation of energy charge for the purposes of determination of tariff for electricity.				However the aggregate of (i) the <u>Final Price Offer</u> pursuant to which the Successful Bidder has received the Vesting Order; and (ii) <u>the aforementioned Fixed Rate, will be the input</u> for computation of energy charge for the purposes of determination of tariff for electricity. <u>It is clarified that in the event that an ascending forward auction is conducted in accordance with Clause</u>			

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			<u>3.3.2 (c)(iv), only the aforementioned Fixed Rate of INR 100/Tonne, will be the input for computation of energy charge for the purposes of determination of tariff for electricity and the Additional Premium shall not be reckoned for the purposes of determination of tariff for electricity.</u>
14.	3.10.3 Periodic Payments by the Successful Bidder	The <u>amounts specified in Clause 3.10.1 and 3.10.2</u> shall be subject to an escalation on the basis of a Reference Index, with the prevailing Reference Index on the date on which the Vesting Order has been issued being considered as the base. The last published Reference Index shall be used for computing the escalation. Provided however that in the event a Successful Bidder is undertaking sale of power on a merchant basis, <u>and the aforementioned amount of INR 100/Tonne is revised</u> , then such revised amount shall be subject to a yearly escalation on the basis of Wholesale Price Index, with the prevailing	<u>The Final Price Offer or the Fixed Rate and the Additional Premium, as the case may be</u> , shall be subject to an escalation on the basis of a Reference Index, with the prevailing Reference Index on the date on which the Vesting Order has been issued being considered as the base. The last published Reference Index shall be used for computing the escalation. Provided however that in the event a Successful Bidder is undertaking sale of power on a merchant basis, <u>and the Fixed Rate of INR 100/Tonne is revised</u> , then such revised amount shall be subject to a yearly escalation on the basis of Wholesale Price Index, with the prevailing
15.	5.2.1 Joint Venture Company as the Bidder	In the event, a Bidder is a joint venture company, which has become eligible for participating in the auction process on account of its JV Partners meeting all the Eligibility Conditions, then during the auction process <u>and at any time thereafter (if such joint venture company becomes the Successful Bidder)</u> : (a) no change in shareholding (directly or indirectly) of the joint venture Clause 4.1.2(d)); (b) in the event that one of the JV Partner becomes ineligible or ceases to operate the Specified End Use Plant or ceases to be a JV Partner, then: (i) the joint venture company may based on information provided in the Technical Bid; and (ii) coal extracted in excess of the limit	In the event, a Bidder is a joint venture company, which has become eligible for participating in the auction process on account of its JV Partners meeting all the Eligibility Conditions, then during the auction process: (a) no change in shareholding (directly or indirectly) of the joint venture Clause 4.1.2(d)); (b) in the event that one of the JV Partner becomes ineligible or ceases to operate the Specified End Use Plant or ceases to be a JV Partner, then: (i) the joint venture company may based on information provided in the Technical Bid; and (ii) coal extracted in excess of the limit specified in sub-clause (i) above shall be required to be supplied to CIL at the Final Price Offer based

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		specified in sub-clause (i) above shall be required to be supplied to CIL at the Final Price Offer based on which the Successful Bidder has been selected, as escalated in accordance with Clause 3.10.3 or the then prevailing CIL Notified Price, whichever is lower.	on which the Successful Bidder has been selected, as escalated in accordance with Clause 3.10.3 or the then prevailing CIL Notified Price, whichever is lower. <u>It is clarified that in case the Preferred Bidder has been selected pursuant to Clause 3.3.2(c)(iv), coal shall be supplied to CIL at the Fixed Rate.</u>
16.	5.7.2 Utilization of Coal	Any coal which is extracted in excess of the requirement of the Bidder in terms of this Tender Document shall be required to be supplied at CIL at the Final Price Offer based on which the Successful Bidder has been selected, as escalated in accordance with Clause 3.10.3 or the then prevailing CIL Notified Price, whichever is lower.	Any coal which is extracted in excess of the requirement of the Bidder in terms of this Tender Document shall be required to be supplied at CIL at the Final Price Offer based on which the Successful Bidder has been selected, as escalated in accordance with Clause 3.10.3 or the then prevailing CIL Notified Price, whichever is lower. <u>It is clarified that in case Preferred Bidder has been selected pursuant to Clause 3.3.2(c)(iv), coal shall be supplied to CIL at the Fixed Rate.</u>
17.	5.10.1 Bid Due Date and Extension	Technical Bids should be submitted/ uploaded before <u>1400 hours IST</u> on the Bid Due Date in accordance with the process specified in <u>Annexure II</u>	Technical Bids should be submitted/ uploaded before <u>1200 hours IST</u> on the Bid Due Date in accordance with the process specified in <u>Annexure II</u>
18.	6.1.6 (e)	<u>In the case of Qualified Bidder(s) who has submitted the lowest Initial Price Offer i.e. the Applicable Ceiling Price, if the auction process is annulled due to non-submission of at least one Final Price Offer on the electronic auction platform.</u>	<u>upon occurrence of an event specified in Clause 3.3.2(c)(v).</u>
19.	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 the Coal Mine; and (b) the annual peak rated capacity of the Coal Mine as per the approved Mine Plan multiplied by the <u>fixed price in accordance with Clause</u>	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 is aggregate of: (a) one year royalty the Coal Mine; and (b) the annual peak rated capacity of the Coal Mine as per the approved Mine Plan multiplied by the <u>aggregate of the Fixed Rate and the Additional</u>

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		<p>3.10.1. The Performance Security shall be in substantially the form as provided in the Agreement.</p>	<p><u>Premium in accordance with Clause 3.10.1.</u> The Performance Security shall be in substantially the form as provided in the Agreement. <u>It is clarified that in the event that the Successful Bidder has not entered into medium and long term Power purchase agreements in terms of Section 62 or Section 63 of the Electricity Act, 2003 for the entire 'linked generation capacity', then for the purposes of computation of the Performance Security, the Fixed Rate shall be INR [●]/Tonne (as specified in Clause 3.10.1) for the following per cent of the peak rated capacity of the Coal Mine: (i) the total linked generation capacity less the linked generation capacity for which medium and long term Power purchase agreements in terms of Section 62 or Section 63 of the Electricity Act, 2003 have been executed; subject to a maximum of 15 per cent. For the purposes of this Clause the expression 'linked generation capacity' shall mean the generation capacity out of the total name plate capacity which is linked to the Coal Mine.</u></p>
20.	Annexure II – 3.a. Stage 1: Technical Bid	This stage will comprise of (i) online submission of the Technical Bid and the Financial Bid to the extent of the <u>Indian Price Offer</u> ; and (ii) offline submission.....	This stage will comprise of (i) online submission of the Technical Bid and the Financial Bid to the extent of the <u>Initial Price Offer</u> ; and (ii) offline submission
21.	Annexure II – 3.b. Stage 2: electronic auction – Final Price Offer	<p><u>Stage 2: electronic auction – Final Price Offer</u></p> <p>The Qualified Bidders will be non-receipt of email by the Bidder and its consequences.</p> <p>E-auction is the process of inviting binding <u>Final Price Offer</u> from Qualified Bidders through internet for the purpose of determination of the Preferred Bidder. During this process, the Qualified Bidder will be able to submit its <u>Final Price Offer</u> as many</p>	<p><u>Stage 2: electronic auction – Final Price Offer and Additional Premium</u></p> <p>The Qualified Bidders will be non-receipt of email by the Bidder and its consequences.</p> <p>E-auction is the process of inviting binding <u>Final Price Offer and/or Additional Premium, if applicable</u>, from Qualified Bidders through internet for the purpose of determination of the Preferred Bidder. During this process, the Qualified</p>

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		<p>times as it wishes against the same Coal Mine. The Qualified Bidder will remain anonymous to other Qualified Bidders participating in the electronic auction process as well as to MSTC / Nominated Authority. The Qualified Bidder will be able to see the prevailing <u>lowest Final Price Offer</u> against the Coal Mine, but the name of the <u>lowest Qualified Bidder</u> at any point of time will not be displayed. The Qualified Bidder shall have to put its <u>Final Price Offer below the displayed lowest bid by a minimum decrement of Rs 2 per tonne to become the lowest Qualified Bidder.</u></p> <p>The electronic auction process will have a scheduled start and close time which will be displayed on screen. A Qualified Bidder will be able to put its <u>Final Price Offer</u> after the start of bid time and till the close time of electronic auction. The current server time (IST) will also be displayed on the screen. In the event a bid is received during the last 8 (eight) minutes before the scheduled close time of electronic auction, the close time of electronic auction will be automatically extended by 8 (eight) minutes from the last received bid time to give equal opportunity to all other Qualified Bidders. This process of auto extension will continue till there is a period of 8 (eight) minutes during which no <u>Final Price Offer</u> is received.</p> <p>For example, assuming that the initial scheduled close time for a particular electronic auction is 1:00 pm and a <u>Final Price Offer</u> is received at 12:55 pm, the scheduled close time shall be revised to 1:03 pm. Again if a <u>Final Price Offer</u> is received at 1:01 pm, the scheduled close time shall be revised to 1:09 pm and so on. In the event that, there are no further <u>Final Price Offer</u>, received till 1:09 pm, the</p>	<p>Bidder will be able to submit its <u>Final Price Offer and/or Additional Premium, if applicable,</u> as many times as it wishes against the same Coal Mine. The Qualified Bidder will remain anonymous to other Qualified Bidders participating in the electronic auction process as well as to MSTC / Nominated Authority. The Qualified Bidder will be able to see the prevailing <u>lowest Final Price Offer or highest Additional Premium, as the case may be,</u> against the Coal Mine, but the name of the <u>Qualified Bidder,</u> at any point of time will not be displayed. The Qualified Bidder shall have to put its <u>Final Price Offer and/or Additional Premium, if applicable below or above the displayed lowest or highest amount, respectively by a minimum decrement or increment of Rs 2 per tonne to become the lowest or highest Qualified Bidder, as the case may be.</u></p> <p>The electronic auction process will have a scheduled start and close time which will be displayed on screen. A Qualified Bidder will be able to put its <u>Final Price Offer and/or Additional Premium, as the case may be,</u> after the start of bid time and till the close time of electronic auction. The current server time (IST) will also be displayed on the screen. In the event a bid is received during the last 8 (eight) minutes before the scheduled close time of electronic auction, the close time of electronic auction will be automatically extended by 8 (eight) minutes from the last received bid time to give equal opportunity to all other Qualified Bidders. This process of auto extension will continue till there is a period of 8 (eight) minutes during which no <u>Final Price Offer or Additional Premium, as the case may be,</u> is received.</p> <p>For example, assuming that the initial scheduled close time for a particular</p>

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		<p>electronic auction will close at 1:09 pm. The revised close time will be displayed on screen and the Qualified bidders should keep refreshing its webpage to get the latest information.</p> <p>The above example</p>	<p>electronic auction is 1:00 pm and a <u>Final Price Offer or Additional Premium, as the case may be,</u> is received at 12:55 pm, the scheduled close time shall be revised to 1:03 pm. Again if a <u>Final Price Offer or Additional Premium, as the case may be,</u> is received at 1:01 pm, the scheduled close time shall be revised to 1:09 pm and so on. In the event that, there are no further <u>Final Price Offer(s) or Additional Premium(s), as the case may be,</u> received till 1:09 pm, the electronic auction will close at 1:09 pm. The revised close time will be displayed on screen and the Qualified Bidders should keep refreshing its webpage to get the latest information.</p> <p>The above example</p>																				
22.	10.4 Annexure IV – Letter Comprising the Technical Bid 4.& 18*	<p>4. I am eligible to participate in the tender process on the basis of the following Specified End Use Plant(s):</p> <table border="1" data-bbox="440 1104 924 2024"> <thead> <tr> <th>#</th> <th>Name and address of the Specified End Use Plant</th> <th>Capacity (name plate capacity in MW in case of power projects; MTPA in case of iron and steel plants and cement plants)</th> <th>Ownership of the Specified End Use Plant (to be provided in the Bidder is a joint venture company)</th> <th>Shareholding of the owner of the Specified End Use Plant in the Bidder (to be provided in case the Bidder is a joint venture company).</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	#	Name and address of the Specified End Use Plant	Capacity (name plate capacity in MW in case of power projects; MTPA in case of iron and steel plants and cement plants)	Ownership of the Specified End Use Plant (to be provided in the Bidder is a joint venture company)	Shareholding of the owner of the Specified End Use Plant in the Bidder (to be provided in case the Bidder is a joint venture company).						<p>4. I am eligible to participate in the tender process on the basis of the following Specified End Use Plant(s):</p> <table border="1" data-bbox="943 1104 1423 2024"> <thead> <tr> <th>#</th> <th>Name and address of the Specified End Use Plant</th> <th>Capacity (name plate capacity in MW in case of power projects; MTPA in case of iron and steel plants and cement)</th> <th>Ownership of the Specified End Use Plant</th> <th>Shareholding of the owner of the Specified End Use Plant (to be provided in case the Bidder is a joint venture company).</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	#	Name and address of the Specified End Use Plant	Capacity (name plate capacity in MW in case of power projects; MTPA in case of iron and steel plants and cement)	Ownership of the Specified End Use Plant	Shareholding of the owner of the Specified End Use Plant (to be provided in case the Bidder is a joint venture company).					
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#	Name and address of the Specified End Use Plant	Capacity (name plate capacity in MW in case of power projects; MTPA in case of iron and steel plants and cement)	Ownership of the Specified End Use Plant	Shareholding of the owner of the Specified End Use Plant (to be provided in case the Bidder is a joint venture company).																			

S. No.	Reference to Tender Document	As appearing in Original Tender Document	To be read as					
		<p>18. The Initial Price Offer has been and the <u>Final Price Offer</u> shall be quoted by me after taking into consideration all the terms and conditions stated in the Tender Document, the Agreement, our own estimates of costs and feasibility and after a careful assessment of the Coal Mine and all the conditions that may affect the Coal Mine or the Specified End Use Plant.</p>	1		plant s)			
			1					
			<p>18. The Initial Price Offer has been and the <u>Final Price Offer and/or Additional Premium, as the case may be</u>, shall be quoted by me after taking into consideration all the terms and conditions stated in the Tender Document, the Agreement, our own estimates of costs and feasibility and after a careful assessment of the Coal Mine and all the conditions that may affect the Coal Mine or the Specified End Use Plant.</p>					

Date: January 31, 2015

Addendum No. 3 to Standard Tender Document(Schedule II Coal Mines)
(For power sector)

Clause 1.1.2

1.1.2 “Additional Premium” shall have the meaning ascribed to it in Clause 3.3.2(c)(iv).

1.1.17 “Final Price Offer Ceiling” shall have the meaning ascribed thereto in Clause 3.3.2(c)(i).

1.1.20 “Initial Price Offer Ceiling” shall have the meaning ascribed thereto in Clause 3.3.2(a).

(Pursuant to insertion of Clause 1.1.2, 1.1.17 and 1.1.20 as detailed above,

(a) Clause 1.1.2, Clause 1.1.3,, Clause 1.1.15 of the Standard Tender Document (For Power Sector) shall be renumbered and be read as Clause 1.1.3, Clause 1.1.4,, Clause 1.1.16, respectively,

(b) Clause 1.1.16 and Clause 1.1.17 of the Standard Tender Document (For Power Sector) shall be renumbered and be read as Clause 1.1.18 and Clause 1.1.19 respectively

(c) Clause 1.1.18, Clause 1.1.19,, Clause 1.1.41 of the Standard Tender Document (For Power Sector) shall be renumbered and be read as Clause 1.1.21, Clause 1.1.22,, Clause 1.1.44, respectively.

The references to the aforementioned Clauses in any of the provisions of the Standard Tender Document (For Power Sector) shall pursuant to this Addendum No. 3 be read as reference to the new Clause number as mentioned hereinabove.)

Clause 4.1.2

[To be appended at the end of the clause]

(g) Additional conditions for Bidders with a Coal Linkage:

In case the Bidder becomes the Successful Bidder, then the entitlement to receive coal pursuant to such coal linkage shall stand proportionately reduced on the basis of the requirement of coal being met from the mine allocated. The existing coal linkage shall then be tapered off as per extant policy.