

Corrigendum No. 3 to the Standard CMDPA/ CBDPA dated 18 June, 2020
For Auction of Coal Mines for Sale of Coal - 11th Tranche under CM(SP) Act and 1st Tranche under MMDR Act

The following corrigendum/ amendment is applicable to the Standard CMDPA/ CBDPA dated 18 June, 2020 under 11th Tranche of auction under the CMSP Act & 1st Tranche of auction under the MMDR Act.

SL. No.	Reference to Standard CMDPA/ CBDPA	As appearing in original document	To be read as
1.	1.1 Definitions	1.1.45. “National Coal Index” shall mean the coal index calculated in accordance with the <u>guidelines dated June 4, 2020</u> issued the Ministry of Coal and published by the Government of India on a bi-monthly basis and includes sub-indices notified for various coal grades.	1.1.45. “National Coal Index” shall mean the coal index calculated in accordance with the <u>Office Memorandum ‘Roll-out of National Coal Index (Base ear 2017-18)’ dated June 4, 2020 and Operational Guidelines of National Coal Index And Representative Prices dated June 17, 2020</u> issued the Ministry of Coal and published by the Government of India on a bi-monthly basis and includes sub-indices notified for various coal grades.
2.	5.2 Payment of the Upfront Amount	5.2.1Where the Upfront Amount is payable to the State Government, such payment shall be made to the State Government with an intimation to the Nominated Authority at the email id reports.moc@gov.in	5.2.1 <u>Where the Upfront Amount is payable to the Nominated Authority, such payment shall be made in the Designated Bank Account.</u> Where the Upfront Amount is payable to the State Government, such payment shall be made to the State Government with an intimation to the Nominated Authority at the email id reports.moc@gov.in.
3.	5.3 Prospecting License, Mining Lease and Prospecting License-cum-Mining Lease	5.3.2.6 Upon withdrawal of the [Vesting Order/ Allocation Order] of a Partially Explored Mine on account of any reason whatsoever, including relinquishment of Coal Mine, surrender of Coal Mine, failure to complete the prospecting operations as per the Mandatory Work Program and/ or failure to prepare the Geological Report which is acceptable to the Central Government, the expenses incurred by the Successful Bidder towards prospecting/ exploration operations, preparation of Geological Report shall not be reimbursed.	5.3.2.6 Upon withdrawal of the [Vesting Order/ Allocation Order] of a Partially Explored Mine on account of any reason whatsoever, including relinquishment of Coal Mine, surrender of Coal Mine, failure to complete the prospecting operations as per the Mandatory Work Program and/ or failure to prepare the Geological Report which is acceptable to the Central Government, <u>the Successful Bidder shall not be entitled for</u> a) <u>Reimbursement of the expenses incurred by the Successful Bidder towards prospecting/ exploration operations, preparation of Geological Report; and</u> b) <u>Compensation towards following components of Fixed Amount: [cost borne by the Prior Allottee for the preparation of geological report; cost borne by the Prior Allottee for obtaining</u>

SL. No.	Reference to Standard CMDPA/ CBDPA	As appearing in original document	To be read as
			<p><u>all statutory licenses, permits, permissions, approvals, clearances or consents relevant to the mining operations;</u>¹</p> <p><u>[cost incurred by CMPDIL and other Government agencies, if any, in deriving detailed geographical boundary coordinates and in preparing geological report, if any];</u>²</p>
4.	6.1 Performance Security	<p>6.1.2. For Fully Explored Mine, the Performance Security shall be an amount which is 65% of aggregate of: (a) one year royalty computed on the basis of peak rated capacity of the Coal Mine as per the approved Mining Plan and (b) one year revenue (in accordance with Clause Error! Reference source not found.), payable to the State Government with respect to the Coal Mine computed on the basis of peak rated capacity of the Coal Mine as per the approved Mining Plan. For the purpose of calculation of Performance Security, Representative Price after adjustment with latest available sub-index of National Coal Index of the relevant basket of coal grade(s) shall be considered. It is clarified that relevant grade of coal shall mean average grade of non-coking coal and/or average grade of coking coal, as the case may be, for the Coal Mine.</p> <p>In case, the approved Mining Plan of the Coal Mine is not available, Performance Security shall be estimated on the basis of an indicative peak rated capacity, as may be provided in the Tender Document. Upon in-principle approval of the Mining Plan, the Successful Bidder shall submit a revised Performance Security on the basis of approved Mining Plan.</p>	<p>6.1.2. For Fully Explored Mine, the Performance Security shall be an amount which is 65% of aggregate of: (a) one year royalty computed on the basis of peak rated capacity of the Coal Mine as per the approved Mining Plan and (b) one year revenue (in accordance with Clause Error! Reference source not found.), payable to the State Government with respect to the Coal Mine computed on the basis of peak rated capacity of the Coal Mine as per the approved Mining Plan. For the purpose of calculation of Performance Security, Representative Price after adjustment with latest available sub-index of National Coal Index of the relevant basket of coal grade(s) shall be considered. It is clarified that relevant grade of coal shall mean weighted average grade of non-coking coal and/or weighted average grade of coking coal, as the case may be, for the Coal Mine, <u>as per Geological Report.</u></p> <p>In case, the approved Mining Plan of the Coal Mine is not available, Performance Security shall be estimated on the basis of an indicative peak rated capacity, as may be provided in the Tender Document. Upon in-principle approval of the Mining Plan, the Successful Bidder shall submit a revised Performance Security on the basis of approved Mining Plan.</p>
5.	6.1 Performance Security	<p>6.1.6 The Performance Security should remain valid (a) until the expiry of the period for which Mining Lease (including renewed Mining Lease) has been granted or will be granted, or (b) until extractable reserves are remaining in the Coal Mine, whichever is earlier.</p> <p>Provided however, upon grant of mine opening permission, a separate Performance Security, in substantially the same form as provided in</p>	<p>6.1.7 The Performance Security should remain valid (a) until the expiry of the period for which Mining Lease (including renewed Mining Lease) has been granted or will be granted, or (b) until extractable reserves are remaining in the Coal Mine, whichever is earlier.</p> <p>Provided however, upon grant of mine opening permission, <u>the Successful Bidder shall either</u></p>

¹ This is to be retained only for Coal Mines being auctioned under the CMSP Act.

² This is to be retained only for Coal Mines being auctioned under the MMDR Act.

SL. No.	Reference to Standard CMDPA/ CBDPA	As appearing in original document	To be read as
		<p>SCHEDULE E, shall be submitted to the State Government for the amount calculated in accordance with Clause 0 above. The Performance Security submitted to the Nominated Authority under Clause 6.1.1 shall be returned to the Successful Bidder upon submission of such separate Performance Security to the State Government, or 60 days from the termination of this Agreement as mentioned in Clause Error! Reference source not found., whichever is earlier.</p> <p><i>Provided</i> that the Successful Bidder may submit the bank guarantee constituting the Performance Security with a validity period of 1 (one) year. Such bank guarantee shall be replaced on an annual basis, with another bank guarantee issued by an Acceptable Bank in the same form and substance as provided in Error! Reference source not found., at least 30 Business Days prior to the expiry of the first mentioned bank guarantee. The replacement bank guarantee shall come into effect at the day prior to the date of expiry of the subsisting bank guarantee (which is intended to be replaced). The subsisting bank guarantee shall upon expiry, be returned to the Successful Bidder, within 7 Business Days from the date of expiry of the same.</p>	<p><u>i) submit a separate Performance Security, in substantially the same form as provided in SCHEDULE E, to the State Government for the amount calculated in accordance with Clause 0 above. The Performance Security submitted to the Nominated Authority under Clause 6.1.1 shall be returned to the Successful Bidder upon submission of such separate Performance Security to the State Government, or within 60 days from the termination of this Agreement as mentioned in Clause Error! Reference source not found., whichever is earlier 'or'</u></p> <p><u>ii) submit a request to the Nominated Authority for assigning the Performance Security submitted to the Nominated Authority under Clause Error! Reference source not found. of this Agreement, in favour of the State Government. It is clarified that the amount of Performance Security shall be calculated in accordance with Clause 6.1.2 above. In case the Performance Security submitted to the Nominated Authority is of lesser amount, the Successful Bidder shall be required to submit a top-up bank guarantee in favour of the State Government so that the total amount of Performance Security in favour of the State Government in accordance with Clause 6.1.2. Further, the Successful Bidder shall ensure that the validity of the Performance Security is in accordance with this Clause 6.1.6.</u></p> <p><i>Provided</i> that the Successful Bidder may submit the bank guarantee constituting the Performance Security with a validity period of 1 (one) year. Such bank guarantee shall be replaced on an annual basis, with another bank guarantee issued by an Acceptable Bank in the same form and substance as provided in Error! Reference source not found., at least 30 Business Days prior to the expiry of the first mentioned bank guarantee. The replacement bank guarantee shall come into effect at the day prior to the date of expiry of the subsisting bank guarantee (which is intended to be replaced). The subsisting bank guarantee shall upon expiry, be returned to the</p>

SL. No.	Reference to Standard CMDPA/ CBDPA	As appearing in original document	To be read as
			Successful Bidder, within 7 Business Days from the date of expiry of the same.
6.	9.1 Monthly Payment	9.1.2. The Monthly Payment is required to be made to the State Government on the date on which the statutory royalty is payable, in the manner as may be prescribed by the State Government, [with an intimation to the Nominated Authority]. Further, the Monthly Payments may be subject to such adjustments as may be prescribed by the Nominated Authority, annually basis the audited financial statements of the Successful Bidder or at such other periodic intervals as may be prescribed. Such adjustments may be on account of the National Coal Index as may notified for and applicable to the Monthly Payment dates.	9.1.2 The Monthly Payment is required to be made to the State Government on the date on which the statutory royalty is payable, in the manner as may be prescribed by the State Government, [with an intimation to the Nominated Authority]. Further, the Monthly Payments may be subject to such adjustments as may be prescribed by the Nominated Authority, annually basis the audited financial statements of the Successful Bidder or at such other periodic intervals as may be prescribed. Such adjustments may be on account of the National Coal Index as may notified for and applicable to the Monthly Payment dates <u>as well as higher of Actual Price and Notional Price.</u>
7.	9.2 Incentive for Early Commencement of Coal Production	9.2.1 A rebate of 50% on Final Offer would be allowed till the Scheduled Date of Production, for the quantity of coal produced earlier than such Scheduled Date of Production. The scheduled date of production shall be determined in the following manner (“ Scheduled Date of Production ”): (a) In case of Fully Explored Mines, the scheduled date of production shall be the date of production as per the Production Schedule i.e. [insert date]. (b) In case of Partially Explored Mines, the scheduled date of production shall be the scheduled date of production given in the approved Mining Plan.	9.2.1 A rebate of 50% on Final Offer would be allowed till the Scheduled Date of Production, for the quantity of coal produced earlier than such Scheduled Date of Production. The scheduled date of production shall be determined in the following manner (“ Scheduled Date of Production ”): (a) In case of Fully Explored Mines, the scheduled date of production shall be the date of production as per the Production Schedule i.e. [insert date]. <u>Provided however, in case of Schedule II Coal Mines of the CM(SP) Act, 2015, in the event any statutory permission is required to be obtained afresh by the Successful Bidder, then the Scheduled Date of Production shall stand modified to the aggregate of the scheduled time granted for obtaining fresh permission and the scheduled time granted for completion of transfer of statutory permissions obtained by the Prior Allottee as per Clause 10 of this Agreement.</u> (b) In case of Partially Explored Mines, the scheduled date of production shall be the scheduled date of production given in the approved Mining Plan.
8.	9.4 Adjustment of Monthly	9.4.2. Such adjustment of Upfront Amount shall not exceed 50% of aggregate Monthly Payments for the year.	9.4.2. Such adjustment of Upfront Amount shall not exceed 50% of aggregate Monthly Payments for the year. <u>Adjustment of Upfront</u>

SL. No.	Reference to Standard CMDPA/ CBDPA	As appearing in original document	To be read as
	Payments		<u>Amount towards Monthly Payments shall be on a monthly basis i.e. maximum 50% of the Monthly Payment for the month to be paid by the Successful Bidder shall be adjusted against Upfront Amount and would be reconciled at the end of the year. It is clarified that Upfront Amount shall not be adjusted against other statutory dues including taxes, levies, royalty, contribution to NMET and DMF, etc. and these shall be payable as per Applicable Law.</u>
9.	10. Efficiency Parameters	10.1. The conduct of mining operations at the Coal Mine shall be subject to the Efficiency Parameters. In bona fide cases of delays not attributable to the Successful Bidder and based on the recommendation of the Scrutiny Committee, a grace period of maximum 30% for each main activity/ milestone may be allowed subject to the condition that overall grace period shall not exceed 15% of the time granted for the last milestone of development.	10.1. The conduct of mining operations at the Coal Mine shall be subject to the Efficiency Parameters. In bona fide cases of delays not attributable to the Successful Bidder, <u>the Nominated Authority will decide on case to case basis the extension of timeline in Efficiency Parameters. For the said purpose, the Nominated Authority may refer the matter to Scrutiny Committee which will consider the delay caused on case to case basis and furnish its recommendation to the Nominated Authority for taking a decision.</u>
10.	10. Efficiency Parameters	10.3 Any non-compliance with the Efficiency Parameters would result in appropriation of the Performance Security in the manner stipulated in Clause 6 (PERFORMANCE SECURITY) and in case where such non-compliance exceeds for more than five instances, such non-compliance may also result in termination of this Agreement as provided in Clause 26 (EFFECTIVE DATE, TERM AND TERMINATION).	10.3 Any non-compliance with the Efficiency Parameters would result in appropriation of the Performance Security in the manner stipulated in Clause 6 (PERFORMANCE SECURITY) and in case where such non-compliance exceeds for more than three instances, such non-compliance may also result in termination of this Agreement as provided in Clause 26 (EFFECTIVE DATE, TERM AND TERMINATION).
11.	14 Mandatory Work Program For Partially Explored Mines	14.1.1 During the prospecting phase, the Successful Bidder shall complete the Mandatory Work Program for the Coal Mine as specified in the Schedule I. The Successful Bidder shall conduct geological prospecting/ exploration of the area as per the Mandatory Work Program provided by the Nominated Authority, so as to ascertain evidence of mineral contents and shall submit periodic reports to the Nominated Authority. Provided however that in the event the Successful Bidder is unable to conduct geological prospecting/ exploration of the area as per the Mandatory Work Program, due to any technical constraints including subsurface geological uncertainty, the Successful Bidder may <u>seek a revised Mandatory Work Program from the Nominated Authority.</u> Notwithstanding anything to the contrary contained elsewhere in this Tender Document, the Successful Bidder may	14.1.1 During the prospecting phase, the Successful Bidder shall complete the Mandatory Work Program for the Coal Mine as specified in the Schedule I. The Successful Bidder shall conduct geological prospecting/ exploration of the area as per the Mandatory Work Program provided by the Nominated Authority, so as to ascertain evidence of mineral contents and shall submit periodic reports to the Nominated Authority. Provided however that in the event the Successful Bidder is unable to conduct geological prospecting/ exploration of the area as per the Mandatory Work Program, due to any technical constraints including subsurface geological uncertainty <u>duly accepted by the Government,</u> the Successful Bidder

SL. No.	Reference to Standard CMDPA/ CBDPA	As appearing in original document	To be read as
		undertake geological prospecting/ exploration in excess of the Mandatory Work Program in accordance with Applicable Laws.	may <u>propose a revised Mandatory Work Program having estimated exploration expense not less than the estimated exploration expense as provided in the Annexure I of the Tender Document, to the Nominated Authority. The revised Mandatory Work Program shall be subject to the approval of the Nominated Authority.</u> Notwithstanding anything to the contrary contained elsewhere in this Tender Document, the Successful Bidder may undertake geological prospecting/ exploration in excess of the Mandatory Work Program in accordance with Applicable Laws.
12.	16.2 Flexibility in Coal Production	16.2.1. In a year, the Successful Bidder shall produce coal not below 65% of scheduled production for that year as per the Mining Plan subject to the condition that in any 3 year block the Successful Bidder shall not produce coal less than 75% of scheduled production for the 3 year block as per the Mining Plan. It is clarified that 3 year block shall be counted from the first financial year of scheduled commencement of production in the Coal Mine.	16.2.1. In a <u>financial</u> year, the Successful Bidder shall produce coal not below 65% of scheduled production for that <u>financial</u> year as per the Mining Plan subject to the condition that in any 3 <u>financial</u> year block the Successful Bidder shall not produce coal less than 75% of scheduled production for the 3 <u>financial</u> year block as per the Mining Plan. It is clarified that 3 <u>financial</u> year block shall be counted from the first financial year of scheduled commencement of production in the Coal Mine.
13.	16.2 Flexibility in Coal Production	<p>16.2.2. Revenue payable to the Government in case of shortfall in coal production:</p> <p>(a) In the event the annual coal production is less than 65% of the scheduled production as per approved Mining Plan, then the annual revenue share shall be paid by the Successful Bidder, within 20 days from the end of the year, as a sum of (a) Monthly Payments for the quantity of coal on which the statutory royalty is paid, in accordance with Clause Error! Reference source not found. and (b) revenue share for the shortfall quantity (i.e. 65% of annual scheduled coal production less the quantity of coal on which the statutory royalty is paid) computed on the basis of the Notional Price arrived at after adjusting the Representative Price with sub-index of National Coal Index of the relevant basket of coal grade(s) for the relevant year.It is clarified that relevant grade of coal shall mean average grade of non-coking coal and/or average grade of coking coal, as the case may be, for the Coal</p>	<p>16.2.2. Revenue payable to the Government in case of shortfall in coal production:</p> <p>(a) In the event the annual coal production is less than 65% of the scheduled production <u>in any financial year</u>as per approved Mining Plan, then the annual revenue share shall be paid by the Successful Bidder, within 20 days from the end of the <u>financial</u> year, as a sum of (a) Monthly Payments for the quantity of coal on which the statutory royalty is paid, in accordance with Clause Error! Reference source not found. and (b) revenue share for the shortfall quantity (i.e. 65% of annual scheduled coal production <u>in the financial year</u> less the quantity of coal on which the statutory royalty is paid) computed on the basis of the Notional Price arrived at after adjusting the Representative Price with sub-index of National Coal Index of the relevant basket of coal grade(s) for the relevant year.It is clarified that relevant grade of coal shall mean <u>weighted</u> average grade of non-coking coal and/or <u>weighted</u> average grade of coking coal, as the case may be, for the Coal Mine <u>as per Geological</u></p>

SL. No.	Reference to Standard CMDPA/ CBDPA	As appearing in original document	To be read as
		<p>Mine.</p> <p>(b) Further, in the event the coal production for a block of 3 years is less than 75% of the scheduled production as per approved Mining Plan, the Successful Bidder shall make payment towards such shortfall in coal production (above 65% and less than 75%) such that the revenue to the Government for a block of 3 years is towards at least 75% of the scheduled coal production within 20 days of the from the end the 3 year period. In such case, the revenue share payable for the shortfall quantity (75% of scheduled coal production of 3 years less the quantity of coal on which the statutory royalty is paid in 3 years) shall be computed on the basis of Notional Price arrived at after adjusting the Representative Price with sub-index of National Coal Index of the relevant basket of coal grade(s) for the relevant block of 3 years. It is clarified that relevant grade of coal shall mean average grade of non-coking coal and/or average grade of coking coal, as the case may be, for the Coal Mine.</p> <p>(c) Statutory dues including taxes, levies, royalty, contribution to NMET and DMF, etc. shall be payable as per Applicable Law.</p>	<p><u>Report.</u></p> <p>(b) Further, in the event the coal production for a block of 3 <u>financial</u> years is less than 75% of the scheduled production <u>in the block of 3 financial years</u> as per approved Mining Plan, the Successful Bidder shall make payment towards such shortfall in coal production (above 65% and less than 75%) such that the revenue to the Government for a block of 3 <u>financial</u> years is towards at least 75% of the scheduled coal production <u>in the block of 3 financial years</u> within 20 days of the from the end the 3 <u>financial</u> year period. In such case, the revenue share payable for the shortfall quantity (75% of scheduled coal production of 3 <u>financial</u> years less the quantity of coal on which the statutory royalty is paid in 3 <u>financial</u> years) shall be computed on the basis of Notional Price arrived at after adjusting the Representative Price with sub-index of National Coal Index of the relevant basket of coal grade(s) for the relevant block of 3 <u>financial</u> years. It is clarified that relevant grade of coal shall mean <u>weighted</u> average grade of non-coking coal and/or <u>weighted</u> average grade of coking coal, as the case may be, for the Coal Mine, <u>as per Geological Report.</u></p> <p>(c) Statutory dues including taxes, levies, royalty, contribution to NMET and DMF, etc. shall be payable as per Applicable Law.</p>
14.	26.3 Termination	26.3.3. In case the Nominated Authority elects to terminate this Agreement, then the Performance Security and all other payments made by the Successful Bidder shall be forfeited and the Successful Bidder shall not be entitled to any benefits under this Agreement but would continue to be liable towards any antecedent liability, all obligations accrued before the effective date of the surrender/ termination and also for the obligations that must be fulfilled after termination.	26.3.3. In case the Nominated Authority elects to terminate this Agreement <u>except under Clause 26.3.1(j)</u> , then the Performance Security and all other payments made by the Successful Bidder shall be forfeited and the Successful Bidder shall not be entitled to any benefits under this Agreement but would continue to be liable towards any antecedent liability, all obligations accrued before the effective date of the surrender/ termination and also for the obligations that must be fulfilled after termination. <u>In case the Nominated Authority elects to terminate this</u>

SL. No.	Reference to Standard CMDPA/ CBDPA	As appearing in original document	To be read as																
			<p><u>Agreement under Clause 26.3.1(j) after accepting the Event of Force Majeure, then i) the Performance Security submitted by the Successful Bidder shall not be forfeited and ii) the balance Upfront Amount, if any, after adjustment of Monthly Payments in accordance with Clause 9.4 shall be refunded. The Successful Bidder shall not be entitled to any benefits under this Agreement but would continue to be liable towards any antecedent liability, all obligations accrued before the effective date of the surrender/ termination and also for the obligations that must be fulfilled after termination.</u></p>																
15.	<p>Schedule D: Efficiency Parameters</p>	<p>For Coal Mines under the Mines and Mineral (Development and Regulation) Act, 1957 and under the Coal Mines (Special Provisions) Act, 2015 (other than Schedule II coal mines)</p> <p>Note: 4. In <i>bona fide</i> cases of delays not attributable to the Successful Bidder <u>and based on the recommendation of the Scrutiny Committee, a grace period of maximum 30% for each Main Activity/ milestone may be allowed subject to the condition that overall grace period shall not exceed 15% of the total time granted for all the Milestones, i.e. 66 months in case of mine where GR is to be prepared (partially explored mines) and 51 months in case of mines where GR is not required to be prepared (fully explored mines).</u></p> <p>For Schedule II Coal Mines of the Coal Mines (Special Provisions) Act, 2015</p> <table border="1" data-bbox="367 1169 1211 1450"> <thead> <tr> <th>MS No.</th> <th>Milestone (MS)</th> <th>Time Limit in Months (From the date of the Vesting Order/ zero date)</th> <th>Percentage of Performance Security to be appropriated for delay in completion of MS</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Completion of transfer of statutory permissions</td> <td>9</td> <td>10</td> </tr> </tbody> </table>	MS No.	Milestone (MS)	Time Limit in Months (From the date of the Vesting Order/ zero date)	Percentage of Performance Security to be appropriated for delay in completion of MS	1	Completion of transfer of statutory permissions	9	10	<p>For Coal Mines under the Mines and Mineral (Development and Regulation) Act, 1957 and under the Coal Mines (Special Provisions) Act, 2015 (other than Schedule II coal mines)</p> <p>Note: 4. In <i>bona fide</i> cases of delays not attributable to the Successful Bidder <u>the Nominated Authority will decide on case to case basis the extension of timeline in Efficiency Parameters from the total time granted for all the Milestones, i.e. 66 months in case of mine where GR is to be prepared (partially explored mines) and 51 months in case of mines where GR is not required to be prepared (fully explored mines). For the said purpose, the Nominated Authority may refer the matter to Scrutiny Committee which will consider the delay caused on case to case basis and furnish its recommendation to the Nominated Authority for taking a decision.</u></p> <p>For Schedule II Coal Mines of the Coal Mines (Special Provisions) Act, 2015</p> <table border="1" data-bbox="1301 1238 2085 1450"> <thead> <tr> <th>MS No.</th> <th>Milestone (MS)</th> <th>Time Limit in Months (From the date of the Vesting Order/ zero date)</th> <th>Percentage of Performance Security to be appropriated for delay in completion of MS</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	MS No.	Milestone (MS)	Time Limit in Months (From the date of the Vesting Order/ zero date)	Percentage of Performance Security to be appropriated for delay in completion of MS				
MS No.	Milestone (MS)	Time Limit in Months (From the date of the Vesting Order/ zero date)	Percentage of Performance Security to be appropriated for delay in completion of MS																
1	Completion of transfer of statutory permissions	9	10																
MS No.	Milestone (MS)	Time Limit in Months (From the date of the Vesting Order/ zero date)	Percentage of Performance Security to be appropriated for delay in completion of MS																

SL. No.	Reference to Standard CMDPA/ CBDPA	As appearing in original document				To be read as			
			obtained by Prior Allottee/ <u>obtaining fresh statutory permissions, if required</u>			1	Completion of transfer of statutory permissions obtained by Prior Allottee	9	10
		2	Opening of Escrow Account (if not opened earlier)	9	10	2	Opening of Escrow Account (if not opened earlier)	9	10
		<p>Note:</p> <p>In bona fide cases of delays not attributable to the Successful Bidder <u>and based on the recommendation of the Scrutiny Committee, a grace period of maximum 30% for each milestone may be allowed subject to the condition that overall grace period shall not exceed 15% of the time granted for the last milestone i.e. 9 months.</u></p>				<p>Note:</p> <p><u>1. In the event any statutory permission is required to be obtained afresh by the Successful Bidder, then the time line for obtaining the said statutory permission (milestone) and percentage appropriation of performance security in case of delay shall be same as that for Coal Mines under the Mines and Mineral (Development and Regulation) Act, 1957 and under the Coal Mines (Special Provisions) Act, 2015 (other than Schedule II coal mines). Further, in such event, if transfer of any statutory permission is contingent upon the aforementioned statutory permission which is required to be obtained afresh by the Successful Bidder, then the time limit for completion of transfer of such statutory permission obtained by Prior Allottee, would be 9 months from the scheduled timeline for obtaining fresh statutory permission.</u></p> <p><u>2. In bona fide cases of delays not attributable to the Successful Bidder, the Nominated Authority will decide on case to case basis the extension of timeline in Efficiency Parameters from the total time granted for all the Milestones, i.e. 9 months. For the said purpose, the Nominated Authority may refer the matter to Scrutiny Committee which will consider the delay caused on case to case basis and furnish its recommendation to the Nominated Authority for taking a decision.</u></p>			
16.	Schedule I: Mandatory Work Program and Production Schedule	<u>Mandatory Work Program for Partially Explored Mines</u> [insert] Estimated Exploration Expense - INR [●] (Indian Rupees [●])				<u>Mandatory Work Program for Partially Explored Mines</u> [insert] Estimated Exploration Expense - INR [●] (Indian Rupees [●]) <u>exclusive of taxes</u>			

SL. No.	Reference to Standard CMDPA/ CBDPA	As appearing in original document	To be read as									
17.	Schedule J – Representative Price	B. Coking coal <table border="1" data-bbox="452 320 1202 424"> <thead> <tr> <th data-bbox="452 320 813 389">Grade of Coal</th> <th data-bbox="822 320 1202 389">Representative Price (Rs./tonne)</th> </tr> </thead> <tbody> <tr> <td data-bbox="452 394 813 424">Washery Grade IV</td> <td data-bbox="822 394 1202 424"><u>3023</u></td> </tr> </tbody> </table>	Grade of Coal	Representative Price (Rs./tonne)	Washery Grade IV	<u>3023</u>	B. Coking coal <table border="1" data-bbox="1375 320 2125 424"> <thead> <tr> <th data-bbox="1375 320 1736 389">Grade of Coal</th> <th data-bbox="1744 320 2125 389">Representative Price (Rs./tonne)</th> </tr> </thead> <tbody> <tr> <td data-bbox="1375 394 1736 424">Washery Grade IV</td> <td data-bbox="1744 394 2125 424"><u>3180</u></td> </tr> </tbody> </table>		Grade of Coal	Representative Price (Rs./tonne)	Washery Grade IV	<u>3180</u>
Grade of Coal	Representative Price (Rs./tonne)											
Washery Grade IV	<u>3023</u>											
Grade of Coal	Representative Price (Rs./tonne)											
Washery Grade IV	<u>3180</u>											