

Date: September 18, 2020

Corrigendum No. 3 to the Standard Tender Document dated June 18, 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 Tender Document dated 18 June, 2020 as well as to i) mine-specific Tender Documents dated 18 June, 2020, under 11th Tranche of auction under the CMSP Act & 1st Tranche of auction under the MMDR Act and ii) mine-specific Tender Documents dated 01 September, 2020, under 1st Tranche of auction under the MMDR Act

S. No	Reference to Standard Tender Document	As appearing in original document	To be read as
1.	Clause 1 Definitions	1.1.44 “National Coal Index” shall mean the coal index determined in accordance with the <u>guidelines dated June 4, 2020</u> issued by 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.	1.1.44 “National Coal Index” shall mean the coal index determined 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 by 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.	Clause 1 Definitions	1.1.32 “Geological Reserves” shall mean <u>the gross reserves mentioned in the Geological Report.</u>	1.1.32 “Geological Reserves” shall mean <u>[i] for Schedule II Coal Mines, the gross reserves mentioned in the Geological Report under the Act less the coal reserves extracted from the Coal Mine till March 31, 2020 and ii) for mines other than Schedule II Coal Mines, the gross reserves mentioned in the Geological Report]</u> ¹ <u>[gross reserves mentioned in the Geological Report]</u> ² .
3.	Clause 1 Definitions	1.1.66 “Value of Estimated Geological Reserves” shall mean an amount which is a product of the estimated quantity of Geological Reserves in the Coal Mine and the Representative Price of the relevant grade of coal. 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.	1.1.66 “Value of Estimated Geological Reserves” shall mean an amount which is a product of the estimated quantity of Geological Reserves in the Coal Mine and the Representative Price of the relevant grade of coal. 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>

¹Applicable for CM(SP) Act, 2015 Coal Mines

²Applicable for MMDR Act, 1957 Coal Mines

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4.	Clause 3.8 Schedule of the Tender Process	<p>3.8.1 The schedule of the Tender Process shall be as per the tentative timelines specified below:</p> <table border="1" data-bbox="504 443 1209 1351"> <thead> <tr> <th>Sl. No.</th> <th>Event Description</th> <th colspan="2">Estimated Date</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>Pre-bid meeting</td> <td><u>T₀ + 7 -</u> <u>T₀ + 30</u></td> <td><u>Thursday, June 25, 2020 –</u> <u>Saturday, July 18 2020</u></td> </tr> <tr> <td>3</td> <td>Last date of receiving written requests for Site Visit/Land Document Inspection</td> <td><u>T₀ + 15</u></td> <td><u>Friday, July 03, 2020</u></td> </tr> <tr> <td>4</td> <td>Last date of receiving written queries from Bidders</td> <td><u>T₀ + 35</u></td> <td><u>Thursday, July 23, 2020</u></td> </tr> <tr> <td>5</td> <td>Last date for written responses to queries by the Nominated Authority</td> <td><u>T₀ + 50</u></td> <td><u>Friday, August 07, 2020</u></td> </tr> <tr> <td>6</td> <td>Last date for registration of bidder at the website of MSTC</td> <td><u>T₀ + 55</u></td> <td><u>Wednesday, August 12, 2020</u></td> </tr> <tr> <td>7</td> <td>Last date for sale of Tender Document at the website of MSTC</td> <td><u>T₀ + 57</u></td> <td><u>Friday, August 14, 2020</u></td> </tr> <tr> <td>8</td> <td>Bid Due Date</td> <td><u>T₀ + 61</u></td> <td><u>Tuesday, August 18, 2020</u></td> </tr> <tr> <td>9</td> <td>Opening of the Technical Bid (s)</td> <td></td> <td></td> </tr> <tr> <td>10</td> <td>Start date of</td> <td></td> <td></td> </tr> </tbody> </table>	Sl. No.	Event Description	Estimated Date		2	Pre-bid meeting	<u>T₀ + 7 -</u> <u>T₀ + 30</u>	<u>Thursday, June 25, 2020 –</u> <u>Saturday, July 18 2020</u>	3	Last date of receiving written requests for Site Visit/ Land Document Inspection	<u>T₀ + 15</u>	<u>Friday, July 03, 2020</u>	4	Last date of receiving written queries from Bidders	<u>T₀ + 35</u>	<u>Thursday, July 23, 2020</u>	5	Last date for written responses to queries by the Nominated Authority	<u>T₀ + 50</u>	<u>Friday, August 07, 2020</u>	6	Last date for registration of bidder at the website of MSTC	<u>T₀ + 55</u>	<u>Wednesday, August 12, 2020</u>	7	Last date for sale of Tender Document at the website of MSTC	<u>T₀ + 57</u>	<u>Friday, August 14, 2020</u>	8	Bid Due Date	<u>T₀ + 61</u>	<u>Tuesday, August 18, 2020</u>	9	Opening of the Technical Bid (s)			10	Start date of			<p>Report.</p> <p>3.8.1 The schedule of the Tender Process shall be as per the tentative timelines specified below⁴</p> <table border="1" data-bbox="1310 443 2107 1351"> <thead> <tr> <th>Sl. No.</th> <th>Event Description</th> <th colspan="2">Estimated Date</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>Pre-bid meeting</td> <td><u>T₀ + 22</u></td> <td><u>Friday, July 10, 2020</u></td> </tr> <tr> <td>3</td> <td>Last date of receiving written requests for Site Visit</td> <td><u>T₀ + 92</u></td> <td><u>Friday, September 18, 2020</u></td> </tr> <tr> <td>4</td> <td>Last date of receiving written queries from Bidders</td> <td><u>T₀ + 85</u></td> <td><u>Friday, September 11, 2020</u></td> </tr> <tr> <td>5</td> <td>Last date for written responses to queries by the Nominated Authority</td> <td><u>T₀ + 95</u></td> <td><u>Monday, September 21, 2020</u></td> </tr> <tr> <td>6</td> <td>Last date for registration of bidder at the website of MSTC</td> <td><u>T₀ + 96</u></td> <td><u>Tuesday, September 22, 2020</u></td> </tr> <tr> <td>7</td> <td>Last date for sale of Tender Document at the website of MSTC</td> <td><u>T₀ + 99</u></td> <td><u>Friday, September 25, 2020</u></td> </tr> <tr> <td>8</td> <td>Bid Due Date</td> <td><u>T₀ + 103</u></td> <td><u>Tuesday, September 29, 2020</u></td> </tr> <tr> <td>9</td> <td>Opening of the Technical Bid (s)</td> <td><u>T₀ + 104</u></td> <td><u>Wednesday, September 30, 2020</u></td> </tr> <tr> <td>10</td> <td>Start date of examination of the Technical Bid (s)</td> <td><u>T₀ + 105</u></td> <td><u>Thursday, October 01, 2020</u></td> </tr> </tbody> </table>	Sl. No.	Event Description	Estimated Date		2	Pre-bid meeting	<u>T₀ + 22</u>	<u>Friday, July 10, 2020</u>	3	Last date of receiving written requests for Site Visit	<u>T₀ + 92</u>	<u>Friday, September 18, 2020</u>	4	Last date of receiving written queries from Bidders	<u>T₀ + 85</u>	<u>Friday, September 11, 2020</u>	5	Last date for written responses to queries by the Nominated Authority	<u>T₀ + 95</u>	<u>Monday, September 21, 2020</u>	6	Last date for registration of bidder at the website of MSTC	<u>T₀ + 96</u>	<u>Tuesday, September 22, 2020</u>	7	Last date for sale of Tender Document at the website of MSTC	<u>T₀ + 99</u>	<u>Friday, September 25, 2020</u>	8	Bid Due Date	<u>T₀ + 103</u>	<u>Tuesday, September 29, 2020</u>	9	Opening of the Technical Bid (s)	<u>T₀ + 104</u>	<u>Wednesday, September 30, 2020</u>	10	Start date of examination of the Technical Bid (s)	<u>T₀ + 105</u>	<u>Thursday, October 01, 2020</u>
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⁴ For mine-specific tenders dated September 1, 2020, please refer to the Schedule of the Tender Process as provided in the mine-specific Tender Document.

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			examination of the Technical Bid (s)			11	End date of examination of the Technical Bid (s)	<u>T₀ + 120</u>	<u>Friday, October 16, 2020</u>
		11	End date of examination of the Technical Bid (s)			12	Conduct of electronic auction (Financial Bid – Final Offer) for the Qualified Bidders	<u>T₀ + 123 - T₀ + 144</u>	<u>Monday, October 19, 2020 – Monday, November 9, 2020</u>
		12	Conduct of electronic auction (Financial Bid – Final Offer) for the Qualified Bidders			13	Recommendation by the Nominated Authority to the Central Government for selection of Successful Bidder	<u>T₀ + 146</u>	<u>Wednesday, November 11, 2020</u>
		13	Recommendation by the Nominated Authority to the Central Government for selection of Successful Bidder			14	Approval of Successful Bidder by the Central Government	<u>T₁</u>	
		14	Approval of Successful Bidder by the Central Government			15	Intimation to the Successful Bidder (subject to receipt of instruction from the Central Government)	<u>T₁ + 2</u>	
		15	Intimation to the Successful Bidder (subject to receipt of instruction from the Central Government)			16	Execution of the Agreement between the Successful Bidder and Nominated Authority	<u>T₁ + 7</u>	
		16	Execution of the Agreement between the Successful Bidder and Nominated Authority			17	Last date for furnishing of Performance Security and payment of Fixed and Upfront Amount by the Successful Bidder	<u>T₁ + 47</u>	
		17	Last date for furnishing of Performance Security and payment of Fixed and Upfront Amount by the Successful Bidder			18	Issuance of Vesting		
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		<table border="1" data-bbox="506 280 1209 568"> <tr> <td data-bbox="506 280 846 384">Order / Allocation Order]³ by Nominated Authority</td> <td data-bbox="846 280 976 384"></td> <td data-bbox="976 280 1209 384"></td> </tr> <tr> <td colspan="3" data-bbox="506 384 1209 568"> <p><i>Note: *Registration on the website of MSTC Ltd. will commence immediately after publication of the NIT on the website of MSTC Ltd.</i></p> <p><i>* The timeline for remaining events and any change in the timeline will be communicated through an addendum/ corrigendum to the Tender Document.</i></p> </td> </tr> </table>	Order / Allocation Order] ³ by Nominated Authority			<p><i>Note: *Registration on the website of MSTC Ltd. will commence immediately after publication of the NIT on the website of MSTC Ltd.</i></p> <p><i>* The timeline for remaining events and any change in the timeline will be communicated through an addendum/ corrigendum to the Tender Document.</i></p>			<table border="1" data-bbox="1314 280 2107 478"> <tr> <td data-bbox="1314 280 1424 319">18</td> <td data-bbox="1424 280 1680 319">Bidder</td> <td data-bbox="1680 280 1794 319"></td> <td data-bbox="1794 280 2107 319"></td> </tr> <tr> <td data-bbox="1314 319 1424 478"></td> <td data-bbox="1424 319 1680 478">Issuance of [Vesting Order / Allocation Order]⁵ by Nominated Authority</td> <td data-bbox="1680 319 1794 478">T₁ + 50</td> <td data-bbox="1794 319 2107 478"></td> </tr> </table> <p data-bbox="1314 478 2107 724"> <i>Note: *Registration on the website of MSTC Ltd. will commence immediately after publication of the NIT on the website of MSTC Ltd.</i> <i>* Above schedule is on assumption that electronic auction round for each mine will be completed in 1 day. In the event electronic auction round of any mine continues beyond 1 day, time schedule for the remaining events shall be extended.</i> <i>* Any change in the timeline will be communicated through an addendum/ corrigendum to the Tender Document.</i> </p>	18	Bidder				Issuance of [Vesting Order / Allocation Order] ⁵ by Nominated Authority	T₁ + 50	
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	Issuance of [Vesting Order / Allocation Order] ⁵ by Nominated Authority	T₁ + 50															
5.	Clause 3.9 Value of Estimated Geological Reserves and Upfront Amount	3.9.3 The Upfront Amount shall be adjusted in full, against the Monthly Payments to be made to the State Government. Provided however, such adjustment of Upfront Amount shall not exceed 50% of aggregate Monthly Payments for the year.	3.9.3 The Upfront Amount shall be adjusted in full, against the Monthly Payments to be made to the State Government. Provided however, such adjustment of Upfront Amount shall not exceed 50% of aggregate Monthly Payments for the year. <u>Adjustment of Upfront 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>														
6.	Clause 3.10 Periodic	3.10.2 Such 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. Further, the	3.10.2 Such payment is required to be made to the State Government on the date on which the statutory royalty is payable in the manner														

³ To be retained as applicable.

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	Payments by the Successful Bidder	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 be notified for and applicable to the Monthly Payment dates.	as may be prescribed by the State Government. 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 be notified for and applicable to the Monthly Payment dates <u>as well as higher of Actual Price and Notional Price.</u>
7.	Clause 3.11 Incentive for Early Commencement of Coal Production	<p>3.11.1 A rebate of 50% on the Final Offer would be allowed till the Scheduled Date of Production, for the quantity of coal produced earlier than the Scheduled Date of Production prescribed in this Tender Document. The scheduled date of production shall be determined in the following manner (“Scheduled Date of Production”):</p> <p>(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].</p> <p>(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.</p>	<p>3.11.1 A rebate of 50% on the Final Offer would be allowed till the Scheduled Date of Production, for the quantity of coal produced earlier than the Scheduled Date of Production prescribed in this Tender Document. The scheduled date of production shall be determined in the following manner (“Scheduled Date of Production”):</p> <p>(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 the Agreement.</u></p> <p>(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.</p>
8.	Clause 6.1 Bid Security	6.1.3 Save and except as provided in this Tender Document, the Bid Security of unsuccessful Bidders will be returned by the	6.1.3 Save and except as provided in this Tender Document, the Bid

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		<p>Nominated Authority, without any interest, <u>as promptly as possible on issuance of [Vesting Order / Allocation Order]</u>⁶or when the tender process is cancelled by the Nominated Authority.</p>	<p>Security of unsuccessful Bidders will be returned by the Nominated Authority, without any interest, <u>upon recommendation of the name of the Preferred Bidder to the Central Government by the Nominated Authority as per Clause 3.3.2(d) of the Tender Document</u>or when the tender process is cancelled by the Nominated Authority.</p>
9.	<p>Clause 7.1 Performance Security</p>	<p>7.1.1. For Fully Explored Mine, the Successful Bidder shall provide to the Nominated Authority an irrevocable and unconditional guarantee from an Acceptable Bank, for the performance of its obligations within such time as specified in Clause Error! Reference source not found. 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 0), 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) on the date of execution of the Agreement 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 provided in this 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>7.1.1. For Fully Explored Mine, the Successful Bidder shall provide to the Nominated Authority an irrevocable and unconditional guarantee from an Acceptable Bank, for the performance of its obligations within such time as specified in Clause 3.8. 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 3.10), 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) on the date of execution of the Agreement shall be considered. 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>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 provided in this 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>

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10.	<p>Clause 7.1 Performance Security</p>	<p>7.1.4 The Performance Security should remain valid for such duration as specified in the Agreement. Upon grant of mine opening permission under rule 9 of the Colliery Control Rules, 2004, the Successful Bidder shall <u>submit a separate Performance Security (in the form of an unconditional and irrevocable performance bank guarantee) in favour of the State Government for the amount calculated in accordance with Clause 7.1.1 above for ensuring the production of coal as per the Mining Plan. Upon submission of such separate Performance Security to the State Government or after 60 days of the termination of the Agreement in accordance with Clause Error! Reference source not found., whichever is earlier, the Performance Security submitted to the Nominated Authority under Clause 7.1.1 of this Tender Document shall be returned to the Successful Bidder.</u></p>	<p>7.1.4 The Performance Security should remain valid for such duration as specified in the Agreement. Upon grant of mine opening permission under rule 9 of the Colliery Control Rules, 2004, the Successful Bidder shall <u>either</u></p> <p><u>i) submit a separate Performance Security (in the form of an unconditional and irrevocable performance bank guarantee) in favour of the State Government for the amount calculated in accordance with Clause 7.1.1 above for ensuring the production of coal as per the Mining Plan. Upon submission of such separate Performance Security to the State Government or within 60 days of the termination of the Agreement in accordance with Clause Error! Reference source not found., whichever is earlier, the Performance Security submitted to the Nominated Authority under Clause 7.1.1 of this Tender Document shall be returned to the Successful Bidder '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 7.1.1 of this Tender Document, in favour of the State Government. It is clarified that the amount of Performance Security shall be calculated in accordance with Clause 7.1.1. 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 7.1.1. Further, the Successful Bidder shall ensure that the validity of the Performance Security is in accordance with this Clause 7.1.4.</u></p>
11.	<p>Clause 9.1 Mandatory Work Program</p>	<p>9.1.1. During prospecting phase, the Successful Bidder shall complete the Mandatory Work Program. The Successful Bidder shall conduct geological prospecting/ exploration of the area as per the Mandatory</p>	<p>9.1.1. During prospecting phase, the Successful Bidder shall complete the Mandatory Work Program. The Successful Bidder shall conduct geological prospecting/ exploration of the area as per the Mandatory Work Program</p>

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	for Partially Explored Mines	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 undertake geological prospecting/ exploration in excess of the Mandatory Work Program in accordance with Applicable Laws.	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 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.	Clause 9.4 Flexibility in Production	9.4.1. The Successful Bidder shall produce coal not below 65% (sixty five per cent) of scheduled production in a year subject to the condition that Successful Bidder shall not produce coal less than 75% (seventy five per cent.) of scheduled production in any three year block. It is clarified that three year block shall be counted from the first financial year of scheduled commencement of production in the Coal Mine.	9.4.1 The Successful Bidder shall produce coal not below 65% (sixty five per cent) of scheduled production in a financial year subject to the condition that Successful Bidder shall not produce coal less than 75% (seventy five per cent.) of scheduled production in any three financial year block. It is clarified that three financial year block shall be counted from the first financial year of scheduled commencement of production in the Coal Mine.
13.	Clause 9.4.2 Revenue payable to the Government in case of shortfall in coal production:	9.4.2.1 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 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 0 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	9.4.2.1 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 Successful Bidder, within 20 days from the end of the financial year, as a sum of (a) Monthly Payments for the quantity of coal on which the statutory royalty is paid, in accordance with Clause 0 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

S. No	Reference to Standard Tender Document	As appearing in original document	To be read as
		<p>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 Mine.</p>	<p>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 financial 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 Report.</u></p>
14.	<p>Clause 9.4.2 Revenue payable to the Government in case of shortfall in coal production:</p>	<p>9.4.2.2 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>9.4.2.2 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>

S. No	Reference to Standard Tender Document	As appearing in original document	To be read as
15.	Clause 9.5 Relinquishment of Partially Explored Mine	9.5.2 Upon withdrawal of the [Vesting Order/ Allocation Order] ⁷ 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 expenses incurred by the Successful Bidder towards prospecting/ exploration operations, preparation of Geological Report shall not be reimbursed.</u>	9.5.2 Upon withdrawal of the [Vesting Order/ Allocation Order] ⁸ 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 all statutory licenses, permits, permissions, approvals, clearances or consents relevant to the mining operations;]⁹ [cost incurred by CMPDIL and other Government agencies, if any, in deriving detailed geographical boundary coordinates and in preparing geological report, if any;]¹⁰</u>
16.	Annexure 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>
17.	Annexure II –	B. Coking coal	B. Coking coal

⁷ To be retained as applicable.

⁸ To be retained as applicable.

⁹ This is to be retained only for Coal Mines being auctioned under the CMSP Act.

¹⁰ This is to be retained only for Coal Mines being auctioned under the MMDR Act.

S. No	Reference to Standard Tender Document	As appearing in original document		To be read as	
	Representative Price	Grade of Coal	Representative Price (Rs./tonne)	Grade of Coal	Representative Price (Rs./tonne)
		Washery Grade IV	<u>3023</u>	Washery Grade IV	<u>3180</u>