

Date: June 16, 2023

**AUCTION OF COAL MINES FOR SALE OF COAL**  
**NOTICE FOR PRE-BID MEETING**

*(17<sup>th</sup> TRANCHE OF AUCTION UNDER THE COAL MINES (SPECIAL PROVISIONS) ACT,  
2015)*

*(7<sup>th</sup> TRANCHE OF AUCTION UNDER THE MINES AND MINERALS (DEVELOPMENT  
AND REGULATION) ACT, 1957)*

In continuation to NIT dated 29.03.2023, all the prospective bidders are hereby informed that some modifications have been carried out in the earlier provided Standard Tender Document and Standard Agreement for the coal mines being offered under 7<sup>th</sup> round of commercial coal mine auctions.

Pursuant to the changes, the updated Standard Tender Document and Standard Agreement have been uploaded on the MSTC portal. For the convenience of the bidders, the modifications made in the Standard Tender Document has been placed at Annexure I while the modifications made in the Standard Agreement has been placed at Annexure II. All the bidders are advised to go through the updated documents before submitting the bid to make an informed decision.

OFFICE OF NOMINATED AUTHORITY

## Annexure I - Modifications in the Standard Tender Document

S. No	Reference to Tender Document	As appearing in original document	To be read as																				
1	Clause 1 Definitions	-	<p>1.1.69 <u>Designated Bank Account shall mean “Bank Account of Nominated Authority, Ministry of Coal, Government of India” whose details are provided below:</u></p> <p><u>Bank Name-Punjab National Bank (PNB)</u>  <u>Bank Branch- Connaught Circus</u>  <u>Account Number-0276050414586</u>  <u>IFSC - PUNB0027620</u>  <u>MICR Code- 110024773</u>  <u>Bank Address - J.C. Das Building, 90/8, Connaught Circus, New Delhi –110001</u>  <u>Bank Contact Number- (011)-23360661, 23347012</u></p>																				
2	Clause 3.9 Value of Estimated Geological Reserves and Upfront	<p>3.9.2 The Upfront Amount shall be payable by the Successful Bidder in four equal instalments (of 25% (twentyfive per cent.) each) as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Instalment</th> <th style="text-align: center;">Schedule II of the Coal Mines (Special Provisions) Act, 2015</th> <th style="text-align: center;">Fully Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coal Mines (Special Provisions) Act, 2015 (other than Schedule I)</th> <th style="text-align: center;">Partially Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coal Mines (Special Provisions)</th> <th style="text-align: center;">Payable to</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Instalment</td> <td style="text-align: center;">Schedule II of the Coal Mines (Special Provisions) Act, 2015</td> <td style="text-align: center;">Fully Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coal Mines (Special Provisions) Act, 2015 (other than Schedule I)</td> <td style="text-align: center;">Partially Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coal Mines (Special Provisions)</td> <td style="text-align: center;">Payable to</td> </tr> </tbody> </table>	Instalment	Schedule II of the Coal Mines (Special Provisions) Act, 2015	Fully Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coal Mines (Special Provisions) Act, 2015 (other than Schedule I)	Partially Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coal Mines (Special Provisions)	Payable to	Instalment	Schedule II of the Coal Mines (Special Provisions) Act, 2015	Fully Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coal Mines (Special Provisions) Act, 2015 (other than Schedule I)	Partially Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coal Mines (Special Provisions)	Payable to	<p>3.9.2 The Upfront Amount shall be payable by the Successful Bidder in four equal instalments (of 25% (twentyfive per cent.) each) as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Instalment</th> <th style="text-align: center;">Schedule II of the Coal Mines (Special Provisions) Act, 2015</th> <th style="text-align: center;">Fully Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coal Mines (Special Provisions) Act, 2015 (other than</th> <th style="text-align: center;">Partially Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coa</th> <th style="text-align: center;">Payable to</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Instalment</td> <td style="text-align: center;">Schedule II of the Coal Mines (Special Provisions) Act, 2015</td> <td style="text-align: center;">Fully Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coal Mines (Special Provisions) Act, 2015 (other than</td> <td style="text-align: center;">Partially Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coa</td> <td style="text-align: center;">Payable to</td> </tr> </tbody> </table>	Instalment	Schedule II of the Coal Mines (Special Provisions) Act, 2015	Fully Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coal Mines (Special Provisions) Act, 2015 (other than	Partially Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coa	Payable to	Instalment	Schedule II of the Coal Mines (Special Provisions) Act, 2015	Fully Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coal Mines (Special Provisions) Act, 2015 (other than	Partially Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coa	Payable to
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		Amount			Act, 2015			Schedule II	I Mines (Special Provisions) Act, 2015		
		First	Within 40 (forty) business days of execution of the Agreement	Within 40 (forty) business days of execution of the Agreement	Within 40 (forty) business days of the Mining Plan	Nominated Authority	First	<u>Within 40 (forty) days of execution of the Agreement</u>	<u>Within 40 (forty) days of execution of the Agreement</u>	<u>Within 40 (forty) days of principle approval of the Mining Plan</u>	Nominated Authority
3	<b>Clause 5 Instructions to Bidders</b>	5.1.2 Bidders are required to deposit the Bid Security with respect to the Bid being submitted by the Bidder in accordance with Clause 6.1 of this Tender Document. The Bid Security is required to be provided in the form of a Bank Guarantee in the format provided in Annexure VIII (Bank Guarantee for Bid Security).					5.1.2 Bidders are required to deposit the Bid Security with respect to the Bid being submitted by the Bidder in accordance with Clause 6.1 of this Tender Document. The Bid Security is required to be provided in the form of a Bank Guarantee in the format provided in Annexure VIII (Bank Guarantee for Bid Security) <b><u>or cash transfer through RTGS/NEFT into the Designated Bank Account.</u></b>				
4	<b>Clause 6 Bid Security</b>	6.1.1 The Bidder shall furnish, as part of its Technical Bid, a security in the form of a bank guarantee by an Acceptable Bank, in favour of the Nominated Authority in the form and substance as prescribed at Annexure VIII (the "Bid Security") and having a validity period of not less than 210 (two hundred and ten) days from the Bid Due Date and a claim period of minimum 60 (sixty) days from the date of expiry of validity					6.1.1 The Bidder shall furnish, as part of its Technical Bid, a security in the form of <b><u>cash transfer through RTGS/NEFT into the Designated Bank Account or</u></b> a bank guarantee by an Acceptable Bank, in favour of the Nominated Authority in the form and substance as prescribed at Annexure VIII (the "Bid Security") and having a validity period of not less than 210				

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		<p>period of bank guarantee for Bid Security, and may be substituted with another bank guarantee of the same value issued in accordance with this Clause 6, which is valid for an extended period as may be mutually agreed between the Nominated Authority and the Bidder from time to time. The Bid Security shall be issued in paper form as well as under Structured Financial Messaging System (SFMS) platform. For example, if the Bid Due Date is May 30,2023, then the Bid Security should be valid till at least December 26, 2023, and the claim period should be till at least February 24,2024.</p>	<p>(two hundred and ten) days from the Bid Due Date and a claim period of minimum 60 (sixty) days from the date of expiry of validity period of bank guarantee for Bid Security, and may be substituted with another bank guarantee of the same value issued in accordance with this Clause 6, which is valid for an extended period as may be mutually agreed between the Nominated Authority and the Bidder from time to time. In case, the Bid Security is provided in the form of bank guarantee, it shall be issued in paper form as well as under Structured Financial Messaging System (SFMS) platform. <b><u>For example, if the Bid Due Date is June 27,2023, then the Bid Security should be valid till at least Jan 23, 2024, and the claim period should be till at least March 23,2024.</u></b></p>
5	<p><b>Annexure III - Technical Details with respect to electronic auction</b></p>	<p>Annexure III.3.(ii).(a) Bid Security in the form and substance as provided in Annexure VIII;</p>	<p>Annexure III.3.(ii).(a) Bid Security in the form and substance as provided in Annexure VIII <b><u>or in the form of cash transfer through RTGS/NEFT into the Designated Bank Account;</u></b></p>
6	<p><b>Annexure IV – Letter</b></p>	<p>Annexure IV.19 I would ensure that all documents required to be submitted electronically on the electronic auction platform and the following documents required to be submitted physically with the Nominated Authority are duly submitted: (a) power of attorney in the form and substance as specified in Annexure V of the</p>	<p>Annexure IV.19 I would ensure that all documents required to be submitted electronically on the electronic auction platform and the following documents required to be submitted physically with the Nominated Authority are duly submitted: (a) power of attorney in the form and</p>

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	<b>comprising the Technical Bid</b>	Tender Document; (b) affidavit in the form and substance as specified in Annexure VI of the Tender Document;(c) Bid Security in the form and substance as specified in Annexure VIII of the Tender Document.	substance as specified in Annexure V of the Tender Document; (b) affidavit in the form and substance as specified in Annexure VI of the Tender Document;(c) Bid Security in the form and substance as specified in Annexure VIII of the Tender Document <b><u>or in the form of cash transfer through RTGS/NEFT into the Designated Bank Account.</u></b>
7	<b>Annexure VI – Form at of Affidavit</b>	Annexure VI.2.A.4 Bid Security as per Annexure VIII of the Tender Document	Annexure VI.2.A.4 Bid Security as per Annexure VIII of the Tender Document <b><u>or details of payment made through RTGS/NEFT like UTR No, amount, date of remittance, remitting bank etc. as applicable</u></b>
8	<b>Annexure VI – Form at of Affidavit</b>	Annexure VI.2.B.3 Original Bid Security as per Annexure VIII of the Tender Document	Annexure VI.2.B.3 Original Bid Security as per Annexure VIII of the Tender Document <b><u>or details of payment made through RTGS/NEFT like UTR No, amount, date of remittance, remitting bank etc. as applicable</u></b>

## Annexure II - Modifications in the Standard Agreement

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1	<b>Clause 1.2 Interpretation</b>	1.2.12 A reference to “in writing” includes any communication made by letter or fax but not e-mail (unless otherwise expressly provided in this Agreement.).	1.2.12 A reference to “in writing” includes any communication made by letter or <b><u>e-mail</u></b> (unless otherwise expressly provided in this Agreement.).																				
2	<b>Clause 5.2 Payment of the Upfront Amount</b>	<p>5.2.1 The Upfront Amount shall be payable by the Successful Bidder in four equal instalments (of 25% (twenty five per cent.) each) as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Instalment</th> <th style="text-align: center;">Schedule II of the Coal Mines (Special Provisions) Act, 2015</th> <th style="text-align: center;">Fully Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coal Mines (Special Provisions) Act, 2015 (other than Schedule I)</th> <th style="text-align: center;">Partially Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coal Mines (Special Provisions) Act, 2015</th> <th style="text-align: center;">Payable to</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">First</td> <td style="text-align: center;">Within 40 (forty) business days of execution of the Agreement</td> <td style="text-align: center;">Within 40 (forty) business days of execution of the Agreement</td> <td style="text-align: center;">Within 40 (forty) business days of in-principle approval of the Mining Plan</td> <td style="text-align: center;">Nominated Authority</td> </tr> </tbody> </table>	Instalment	Schedule II of the Coal Mines (Special Provisions) Act, 2015	Fully Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coal Mines (Special Provisions) Act, 2015 (other than Schedule I)	Partially Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coal Mines (Special Provisions) Act, 2015	Payable to	First	Within 40 (forty) business days of execution of the Agreement	Within 40 (forty) business days of execution of the Agreement	Within 40 (forty) business days of in-principle approval of the Mining Plan	Nominated Authority	<p>5.2.1 The Upfront Amount shall be payable by the Successful Bidder in four equal instalments (of 25% (twenty five per cent.) each) as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Instalment</th> <th style="text-align: center;">Schedule II of the Coal Mines (Special Provisions) Act, 2015</th> <th style="text-align: center;">Fully Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coal Mines (Special Provisions) Act, 2015 (other than Schedule II)</th> <th style="text-align: center;">Partially Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coal Mines (Special Provisions) Act, 2015</th> <th style="text-align: center;">Payable to</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">First</td> <td style="text-align: center;"><b><u>Within 40 (forty) days of execution of the Agreement</u></b></td> <td style="text-align: center;"><b><u>Within 40 (forty) days of execution of the Agreement</u></b></td> <td style="text-align: center;"><b><u>Within 40 (forty) days of in-principle approval of the Mining</u></b></td> <td style="text-align: center;">Nominated Authority</td> </tr> </tbody> </table>	Instalment	Schedule II of the Coal Mines (Special Provisions) Act, 2015	Fully Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coal Mines (Special Provisions) Act, 2015 (other than Schedule II)	Partially Explored Mines under Mines and Mineral (Development and Regulation) Act, 1957 and under Coal Mines (Special Provisions) Act, 2015	Payable to	First	<b><u>Within 40 (forty) days of execution of the Agreement</u></b>	<b><u>Within 40 (forty) days of execution of the Agreement</u></b>	<b><u>Within 40 (forty) days of in-principle approval of the Mining</u></b>	Nominated Authority
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						<u>Plan</u>	
3	<b>Clause 25 Event of Force Majeure</b>	<p>25.1 Event of Force Majeure means any of the following events or circumstances or combination of the following events or circumstances which are beyond the reasonable control of the Successful Bidder, which could not have been prevented by Good Industry Practice or by the exercise of reasonable skill and care and which or any consequences of which, have a material and adverse effect upon the performance by the Successful Bidder of its obligations or enjoyment of its rights:</p> <ul style="list-style-type: none"> <li>(i) acts of God, flood, drought, earthquake or other natural disaster;</li> <li>(ii) epidemic or pandemic;</li> <li>(iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;</li> <li>(iv) nuclear, chemical or biological contamination or sonic boom;</li> <li>(v) collapse of buildings, fire, explosion or accident;</li> <li>(vi) any labour or trade dispute, strikes, industrial action or lockouts (other than those solely affecting Successful Bidder claiming the same as an Event of Force Majeure and attributable to such Successful Bidder's policies regarding labour, compensation or employment or labour related conditions).</li> </ul>	<p>25.1 Event of Force Majeure means any of the following events or circumstances or combination of the following events or circumstances which are beyond the reasonable control of the Successful Bidder, which could not have been prevented by Good Industry Practice or by the exercise of reasonable skill and care and which or any consequences of which, have a material and adverse effect upon the performance by the Successful Bidder of its obligations or enjoyment of its rights:</p> <ul style="list-style-type: none"> <li>(i) acts of God, flood, drought, earthquake or other natural disaster;</li> <li>(ii) epidemic or pandemic;</li> <li>(iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;</li> <li>(iv) nuclear, chemical or biological contamination or sonic boom;</li> <li>(v) collapse of buildings, fire, explosion or accident;</li> <li>(vi) any labour or trade dispute, strikes, industrial action or lockouts (other than those solely affecting Successful Bidder claiming the same as an Event of Force Majeure and attributable to such Successful Bidder's policies regarding labour, compensation or employment or labour related conditions).</li> </ul>				

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			(vii) <u>Any change in law or government policy making the performance of obligations under this Agreement impossible.</u>
4	<b>Clause 28.11 Notices</b>	<p>All notices, requests, demands or other communication (“Notice”) required or permitted to be given under this Agreement and the provisions contained herein shall be written in English and shall be deemed to be duly sent by registered post with acknowledgment due, or transmitted by facsimile transmission to the other Parties at the address indicated in SCHEDULE G hereof or at such other address as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified to the Party giving the same in the manner provided in this Clause but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents. Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this Clause 28.11 shall be deemed to have been given and received on the day of its receipt at such address.</p> <p>A copy of the Notice sent by registered post with acknowledgment due, or transmitted by facsimile transmission may also be sent through email to the email addresses specified in SCHEDULE G solely for the information of the recipient and shall take effect only when the registered post is actually delivered or the fax is received by the recipient, as the case may be.</p>	<p><u>All notices, requests, demands or other communication (“Notice”) required or permitted to be given under this Agreement and the provisions contained herein shall be written in English and shall be deemed to be duly sent by speed post or registered post with acknowledgment due, or transmitted by e-mail to the other Parties at the address/ e-mail id indicated in SCHEDULE G hereof or at such other address/ email id as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified to the Party giving the same in the manner provided in this Clause,</u> but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents. Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this Clause 28.11 shall be deemed to have been given and received on the day of its receipt at such address.</p>
5	<b>Clause 28.15 Change Notice</b>	<p>Notwithstanding anything contained herein, the Nominated Authority may issue a change notice (“Change Notice”) for change in particulars of:</p> <p>(a) the Designated Bank Account;</p> <p>(b) the number of days within which the Completion Notice is required to be provided in terms of Clauses 3.2.2 and 3.2.3 of the Agreement, by extending the time</p>	<p>Notwithstanding anything contained herein, the Nominated Authority may issue a change notice (“Change Notice”) for change in particulars of:</p> <p>(a) the Designated Bank Account;</p> <p>(b) the number of days within which the Completion Notice is required to be provided in terms of Clauses 3.2.2 and 3.2.3 of the</p>



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		<p>period provided in Clauses 3.2.2 and 3.2.3 of the Agreement, prior to the expiry of such periods; or</p> <p>(c) the e-mail address for submission of the Pre-Commencement Report, the Commencement Report, the Monthly Report and the Yearly Report, as specified in Clause 7.2 of the Agreement.</p> <p>The change notice shall be issued in writing by the Nominated Authority and shall be sent by registered post with acknowledgment due, or transmitted by facsimile transmission at the address of the Successful Bidder as specified in Clause 28.11 for providing Notices. A copy of the Change Notice sent by registered post with acknowledgment due, or transmitted by facsimile transmission may also be sent through email to the email addresses specified pursuant to Clause 28.11 solely for the information of the Successful Bidder and shall be deemed to be delivered when the registered post is actually delivered or the fax is received by the Successful Bidder, as the case may be.</p> <p>Within 5 Business Days of receipt of the Change Notice, the Successful Bidder shall provide a written acknowledgment of its receipt to the Nominated Authority through email. The Change Notice shall take effect from: (a) the date specified in the Change Notice – if such date has been specified in the Change Notice; or (b) the date of its receipt – if no effective date has been specified in the Change Notice.”</p>	<p>Agreement, by extending the time period provided in Clauses 3.2.2 and 3.2.3 of the Agreement, prior to the expiry of such periods; or</p> <p>(c) the e-mail address for submission of the Pre-Commencement Report, the Commencement Report, the Monthly Report and the Yearly Report, as specified in Clause 7.2 of the Agreement.</p> <p><b><u>The change notice shall be issued in writing by the Nominated Authority and shall be sent by speed post or by registered post with acknowledgment due, or transmitted by email at the address / email id of the Successful Bidder as specified in Clause 28.11 for providing Notices.</u></b></p> <p>Within 5 Business Days of receipt of the Change Notice, the Successful Bidder shall provide a written acknowledgment of its receipt to the Nominated Authority through email. The Change Notice shall take effect from: (a) the date specified in the Change Notice – if such date has been specified in the Change Notice; or (b) the date of its receipt – if no effective date has been specified in the Change Notice.”</p>								
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