Date: June 16, 2023

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

(17thTRANCHE OF AUCTION UNDER THE COAL MINES (SPECIAL PROVISIONS) ACT, 2015) (7thTRANCHE OF AUCTION UNDER THE MINES AND MINERALS (DEVELOPMENT ANDREGULATION) 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 7th 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

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	itions						details	are provided below	<u>w:</u>		
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Annexure I - Modifications in the Standard Tender Document

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3	Claus	5.1.2 I	Bidders are required to	deposit the Bid Security	y with respect to t	the Bid being	5.1.	.2 B	idders are required t	o deposit the Bid Sec	urity with resp	ect to the Bid
	e 5	submit	tted by the Bidder in acc	ordance with Clause 6.1	l of this Tender De	ocument. The	beir	ng s	ubmitted by the Bid	der in accordance wi	th Clause 6.1 c	of this Tender
	Instr	provided in Annexure VIII (Bank Guarantee for Bid Security).			Doc	cum	ent. The Bid Securit	y is required to be pro	ovided in the fo	orm of a Bank		
	uctio				Guarantee in the format provided in Annexure VIII (Bank Guarantee for					Guarantee for		
	ns to Bidd						Bid	l Sec	curity) or cash trans	fer through RTGS/	NEFT into th	e Designated
	ers						Bai	nk A	Account.			
4		is 6.1.1 The Bidder shall furnish, as part of its Technical Bid, a security in the form of a $\overline{6.1}$.			6.1.	.1 T	he Bidder shall furn	ish, as part of its Tec	hnical Bid, a s	ecurity in the		
	e 6				· · ·				gnated Bank			
	Bid	-	nd substance as prescrib			-		Account or a bank guarantee by an Acceptable Bank, in favour of the				
	Secur	validit	y period of not less than	210 (two hundred and to	en) days from the	Bid Due Date	Nor	min	ated Authority in the	e form and substance	e as prescribed	at Annexure
	ity	and a	claim period of minimu	um 60 (sixty) days from	n the date of expi	ry of validity	VII	II (tł	he "Bid Security") a	nd having a validity	period of not	less than 210

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	шене	period of bank guarantee for Bid Security, and may be substituted with another bank	(two hundred and ten) days from the Bid Due Date and a claim period of
		guarantee of the same value issued in accordance with this Clause 6, which is valid	
		1 1 1 1 1 1	
			is valid for an extended period as may be mutually agreed between the
		if the Bid Due Date is May 30,2023, then the Bid Security should be valid till at least	Nominated Authority and the Bidder from time to time. In case, the Bid
		December 26, 2023, and the claim period should be till at least February 24,2024.	Security is provided in the form of bank guarantee, it shall be issued in paper
		December 20, 2023, and the claim period should be thrat least rebruary 24,2024.	form as well as under Structured Financial Messaging System (SFMS)
			platform. 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.
5	Anne	Annexure III.3.(ii).(a) Bid Security in the form and substance as provided in Annexure	Annexure III.3.(ii).(a) Bid Security in the form and substance as provided
	xure III -	VIII;	in Annexure VIII or in the form of cash transfer through RTGS/NEFT
	Tech		into the Designated Bank Account;
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6	Anne	Annexure IV.19 I would ensure that all documents required to be submitted	Annexure IV.19 I would ensure that all documents required to be submitted
	xure	electronically on the electronic auction platform and the following documents	-
	IV –	required to be submitted physically with the Nominated Authority are duly submitted:	documents required to be submitted physically with the Nominated
	Lette	(a) power of attorney in the form and substance as specified in Annexure V of the	
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_	comp	Tender Document; (b) affidavit in the form and substance as specified in Annexure	substance as specified in Annexure V of the Tender Document: (b) affidavit
		VI of the Tender Document; (c) Bid Security in the form and substance as specified in	·
	the	Annexure VIII of the Tender Document.	Document;(c) Bid Security in the form and substance as specified in
	Tech	Annexure vin of the render Document.	Annexure VIII of the Tender Document <u>or in the form of cash transfer</u>
	nical		
	Bid		through RTGS/NEFT into the Designated Bank Account.
7	Anne	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
	xure		Document or details of payment made through RTGS/NEFT like UTR
	VI –		No, amount, date of remittance, remitting bank etc. as applicable
	Form		
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8	Anne	Annexure VI.2.B.3 Original Bid Security as per Annexure VIII of the Tender	Annexure VI.2.B.3 Original Bid Security as per Annexure VIII of the
0	xure	Document	Tender Document or details of payment made through RTGS/NEFT like
	VI –	Document	
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Annexure II - Modifications in the Standard Agreement

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3	Clause	25.1 Event of Force Majeure means any of the following events or circumstances or	25.1 Ev	vent of Force Majeure means any of the following events or
	25	combination of the following events or circumstances which are beyond the		
	Event	reasonable control of the Successful Bidder, which could not have been prevented by	which a	re beyond the reasonable control of the Successful Bidder, which
	of E	Good Industry Practice or by the exercise of reasonable skill and care and which or	could no	ot have been prevented by Good Industry Practice or by the exercise
	Force Majeu	any consequences of which, have a material and adverse effect upon the performance	of reason	nable skill and care and which or any consequences of which, have
	re	by the Successful Bidder of its obligations or enjoyment of its rights:	a mater	ial and adverse effect upon the performance by the Successful
	-		Bidder o	of its obligations or enjoyment of its rights:
		(i) acts of God, flood, drought, earthquake or other natural disaster;		
			(i)	acts of God, flood, drought, earthquake or other natural disaster;
		(ii) epidemic or pandemic;		
			(ii)	epidemic or pandemic;
		(iii) terrorist attack, civil war, civil commotion or riots, war, threat of or		
		preparation for war, armed conflict, imposition of sanctions, embargo, or breaking	(iii)	terrorist attack, civil war, civil commotion or riots, war, threat of
		off of diplomatic relations;		or preparation for war, armed conflict, imposition of sanctions,
		(iv) nuclear, chemical or biological contamination or sonic boom;		embargo, or breaking off of diplomatic relations;
			(iv)	nuclear, chemical or biological contamination or sonic boom;
		(v) collapse of buildings, fire, explosion or accident;		
			(v)	collapse of buildings, fire, explosion or accident;
		(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	(vi)	any labour or trade dispute, strikes, industrial action or lockouts
		Majeure and attributable to such Successful Bidder's policies regarding labour,		(other than those solely affecting Successful Bidder claiming the
		compensation or employment or labour related conditions).		same as an Event of Force Majeure and attributable to such
				Successful Bidder's policies regarding labour, compensation or
				employment or labour related conditions).

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			(vii) <u>Any change in law or government policy making the</u> <u>performance of obligations under this Agreement</u> <u>impossible.</u>
4	Clause 28.11 Notice	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	
	S	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	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
		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	other address/ email id as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified
		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	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
		received on the day of its receipt at such address. 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	be deemed to have been given and received on the day of its receipt at such
		effect only when the registered post is actually delivered or the fax is received by the recipient, as the case may be.	
5	28.15 Chang	Notwithstanding anything contained herein, the Nominated Authority may issue a change notice ("Change Notice") for change in particulars of:	Notwithstanding anything contained herein, the Nominated Authority may issue a change notice ("Change Notice") for change in particulars of:
	e Notice	(a) the Designated Bank Account;	(a) the Designated Bank Account;
		(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	

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	шеш	period provided in Clauses 3.2.2 and 3.2.3 of the Agreement, prior to the expiry of	Agreement, by extending the time period provided in Clauses 3.2.2 and
		such periods; or	3.2.3 of the Agreement, prior to the expiry of such periods; or
		Such perfous, or	5.2.5 of the regreement, prior to the expiry of such periods, of
		(c) the e-mail address for submission of the Pre-Commencement Report, the	(c) the e-mail address for submission of the Pre-Commencement
		Commencement Report, the Monthly Report and the Yearly Report, as specified in	
		Clause 7.2 of the Agreement.	Report, as specified in Clause 7.2 of the Agreement.
		The change notice shall be issued in writing by the Nominated Authority and shall	The change notice shall be issued in writing by the Nominated
		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	acknowledgment due, or transmitted by email at the address / email id
		providing Notices. A copy of the Change Notice sent by registered post with	of the Successful Bidder as specified in Clause 28.11 for providing
		acknowledgment due, or transmitted by facsimile transmission may also be sent	Notices.
		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,	Bidder shall provide a written acknowledgment of its receipt to the
		as the case may be.	Nominated Authority through email. The Change Notice shall take effect
			from: (a) the date specified in the Change Notice – if such date has been
		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	date has been specified in the Change Notice."
		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."	
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