

Amendment to the Tender Clauses of TE090/2016

S No	Clause Reference	Clause Content	Remarks
1	Volume 1 of 4, Chapter 3, Clause 3.7	<p>"Commercial Production Period" means the period starting from the Commercial Production Date till the renewal of current Mining Concession Contract of the Benga Mine, valid up to year 2035.</p>	<p>"Commercial Production Period" means the period starting from the Commercial Production Date till the end of current Mining Concession Contract of the Benga Mine, valid up to year 2035 and extendable upto 20 years from the Commercial Production Date subject to the renewal of the Mining Concession contract of the Benga Mine beyond 2035"</p> <p>Project construction and operations would be extended to the extent impacted by Force Majeure events</p>
2	Volume 1 of 4, Chapter 6, Clause 6.3.4	<p>On the e-mail containing Techno Commercial bid the tenderer will write "TECHNO COMMERCIAL BID (Part-A) Setting up of a Thermal Power Plant on BOO basis (Tender number TE090/2016)" and on the e-mail containing price bid the Tenderer shall write "PRICE BID (Part-B) Setting up of a Thermal Power Plant on BOO basis (Tender number TE090/2016)". If the file size of the Techno Commercial Bid exceeds 10 MB the bid can be submitted in parts. e.g. Techno Commercial Bid Part A 1 of 6; 2 of 6, so on and so forth.</p>	<p>On the e-mail containing Techno Commercial bid the tenderer will write "TECHNO COMMERCIAL BID (Part-A) Setting up of a Thermal Power Plant on BOO basis (Tender number TE090/2016)" and on the e-mail containing price bid the Tenderer shall write "PRICE BID (Part-B) Setting up of a Thermal Power Plant on BOO basis (Tender number TE090/2016)". The price bid shall be sent in password protected PDF file. The password shall only be provided when MBL asks for the same from the Bidder at the time of opening of the price bid. If the file size of the Techno Commercial Bid exceeds 10 MB the bid can be submitted in parts. e.g. Techno Commercial Bid Part A 1 of 6; 2 of 6, so on</p>

			and so forth.
3	Volume 1 of 4, Chapter 6, Clause 6.1.d	The plant shall be commissioned within 36 (Thirty Six Months) from the Contract Execution Date.	The plant shall be commissioned within 36 (Thirty Six Months) from the Contract Execution Date. Project construction duration would be extended to the extent it is affected by Force Majeure events.
4	Volume 1 of 4, Chapter 7, Clause 7.6	Contractor/Successful Bidder failing to execute the order placed on them to the satisfaction of MBL under the terms and conditions set forth therein, will be liable to make good the loss sustained by MBL, consequent to the placing of fresh orders elsewhere at lower rate. In the event of such failure, the difference between the price accepted in the Agreement already entered into and the price at which fresh orders have been placed at a later date, consequent to non-fulfillment of the Agreement will be recovered from the Contractor/Successful Bidder.	Contractor/Successful Bidder failing to execute the order placed on them to the satisfaction of MBL under the terms and conditions set forth therein will lead to their EMD/performance Guarantee amount to be forfeited by MBL.