

**AMENDMENT TO TENDER FOR MINING OPERATION SERVICES (TE089/2016)**

Para No.	Existing	Revised
Vol.1 3.7	<b>"Commercial Production Period"</b> means period of 5 (Five) years from the date of Commercial Production Date which may be extended at the discretion of MBL.	<b>"Commercial Production Period"</b> means period of 5 (Five) years from the date of Commercial Production Date which may be extended by another 2 (Two) years on satisfactory performance at the discretion of MBL.
Vol.1 5.3.1	The Bidder must have a profit making record of any 2 years in the last 5 years and with a minimum net worth of total USD 100 million (One hundred million United States Dollars). The Bidder seeking qualification on financial eligibility criteria based on the strength of its Parent/holding Company shall furnish a corporate guarantee (as per Format 15, Chapter 8) from the Parent/Holding Company along with the <b>TECHNO COMMERCIAL BID (Part-A)</b> .	The Bidder must have a profit making record of any 2 years in the last 5 years and with a minimum net worth of total USD 70 million (Seventy million United States Dollars). The Bidder seeking qualification on financial eligibility criteria based on the strength of its Parent/holding Company shall furnish a corporate guarantee (as per Format 15, Chapter 8) from the Parent/Holding Company along with the <b>TECHNO COMMERCIAL BID (Part-A)</b> .
Vol. 1 7.2.2	<p><b>Mobilization</b>                      MBL shall pay an amount of USD 10,000,000.00 (Ten Million United States Dollars) to the Successful Bidder towards mobilization of equipment, manpower and facilities. This Mobilization amount (USD 10,000,000.00) shall be paid to the Successful Bidder in two (2) monthly installments, one installment in the 2<sup>nd</sup> month and one installment in the 3<sup>rd</sup> month, counting from the Contract Execution Date, against presentation by the Successful Bidder of a Bank Guarantee of equivalent amount to the mobilization amount ("Mobilization Assistance Bank Guarantee"), in the 2<sup>nd</sup> and 3<sup>rd</sup> month of Contract Execution Date, which shall be recoverable from the successful bidders in equal monthly installments starting from the 7<sup>th</sup> month of the Contract Execution Date, from the running invoices, until the Completion Date/end of contract. Balance, if any, shall be recovered from the final settlement.</p> <p>With the Mobilization Amount, the Successful Bidder obliges to achieve:</p> <p>a) 50% (fifty per cent) of full production within 135 (one hundred and thirty five) days counting from the Contract Execution Date;</p> <p>b) 80% (eighty per cent) of full production within 166 (one hundred and sixty six) days</p>	<p><b>Mobilization</b>                      MBL shall pay an amount of USD 10,000,000.00 (Ten Million United States Dollars) to the Successful Bidder towards mobilization of equipment, manpower and facilities. This Mobilization amount (USD 10,000,000.00) shall be paid to the Successful Bidder in two (2) monthly installments, one installment in the 2<sup>nd</sup> month and one installment in the 3<sup>rd</sup> month, counting from the Contract Execution Date, against submission by the Successful Bidder of a Bank Guarantee of equivalent amount to 110% of the mobilization amount ("Mobilization Assistance Bank Guarantee"), in the 2<sup>nd</sup> and 3<sup>rd</sup> month of Contract Execution Date, which shall be recoverable from the successful bidders in equal monthly installments starting from the 7<sup>th</sup> month of the Contract Execution Date, from the running invoices, until the Completion Date/end of contract. Balance, if any, shall be recovered from the final settlement.</p> <p>With the Mobilization Amount, the Successful Bidder obliges to achieve:</p> <p>a) 50% (fifty per cent) of full production within 135 (one hundred and thirty five) days counting from the Contract Execution Date;</p> <p>b) 80% (eighty per cent) of full production within 166 (one hundred and sixty six) days</p>

	<p>counting from the Contract Execution Date;  c) 100% (one hundred per cent) of full production within 206 (two hundred and six) days counting from the Contract Execution Date</p>	<p>days counting from the Contract Execution Date;  c) 100% (one hundred per cent) of full production within 206 (two hundred and six) days counting from the Contract Execution Date</p> <p>If the contract for mining operation services is terminated due to default by the contractor, the Mobilisation amount shall be deemed as interest bearing at an interest rate of 7%, to be compounded quarterly.</p>
<p>Vol. 1  7.2.3</p>	<p><b>Price Variation formula</b>  The following formula shall be adopted for calculation of variation in price once in a year after completion of each year from the Commercial Production Date. The overall price variation shall be subject to a maximum of 10 % per annum or actual, whichever is lower.  <math>P = A \times ( a + b \times L1/L + c \times F1/F + d \times M1/M + e \times E1/E + f \times T1/T )</math>  Where –  A = Existing Price per tonne of ROM as quoted by the bidder  P = Revised price per tonne of ROM  a = 0.10 = Fixed portion of the price not subject to variation  b = 0.10 = Labour portion of the Price subject to variation  c = 0.15 = Fuel Portion of the Price subjected to variation  d = 0.55 = Material portion of the Price subject to variation  e = 0.05 = Explosive portion of the Price subject to variation  f = 0.05 = Tyre portion of the price subject to variation  L1= Revised Consumer Price Index, Mozambique  L = Base Consumer Price Index, Mozambique*  F1= Revised Fuel Price (Mozambique Government Notification)**  F = Base Fuel Price (Mozambique Government Notification)*  M1= Revised Consumer Price Index, RSA or equivalent  M = Base Consumer Price Index, RSA or equivalent*  E1= Revised Consumer Price Index, RSA or equivalent  E = Base Consumer Price Index, RSA or equivalent*  T1= Revised Consumer Price Index, RSA or</p>	<p><b>Price Variation formula</b>  The following formula shall be adopted for calculation of variation in price once in a year after completion of each year from the Commercial Production Date. The overall price variation shall be subject to a maximum of 10 % per annum or actual, whichever is lower.  <math>P = A \times ( a + b \times L1/L + c \times F1/F + d \times M1/M + e \times E1/E + f \times T1/T )</math>  Where –  A = Existing Price per tonne of ROM as quoted by the bidder  P = Revised price per tonne of ROM  a = 0.20 = Fixed portion of the price not subject to variation  b = 0.10 = Labour portion of the Price subject to variation  c = 0.20 = Fuel Portion of the Price subjected to variation  d = 0.25 = Material portion of the Price subject to variation  e = 0.15 = Explosive portion of the Price subject to variation  f = 0.10 = Tyre portion of the price subject to variation  L1= Revised Consumer Price Index, Mozambique  L = Base Consumer Price Index, Mozambique*  F1= Revised Fuel Price (Mozambique Government Notification)**  F = Base Fuel Price (Mozambique Government Notification)*  M1= Revised Consumer Price Index, RSA or equivalent  M = Base Consumer Price Index, RSA or equivalent*  E1= Revised Consumer Price Index, RSA or equivalent  E = Base Consumer Price Index, RSA or equivalent*  T1= Revised Consumer Price Index, RSA or</p>

	<p>equivalent  T = Base Consumer Price Index, RSA or equivalent*  RSA - Republic of South Africa or Equivalent  *The latest index/price available on the date of signing of Agreement  **The base price and revised price of fuel as notified by the Mozambican Government shall be converted into USD by considering the exchange rate published by the Central Bank of Mozambique on the above notification dates. The fuel price increase beyond 15% shall be considered for escalation.  The contract price will not be subject to variation in case the duration of the Commercial Production Period is extended by MBL due to reasons solely attributable to the contractor.</p>	<p>or equivalent  T = Base Consumer Price Index, RSA or equivalent*  RSA - Republic of South Africa or Equivalent  *The latest index/price available on the date of signing of Agreement  **The base price and revised price of fuel as notified by the Mozambican Government shall be converted into USD by considering the exchange rate published by the Central Bank of Mozambique on the above notification dates.  The contract price will not be subject to variation in case the duration of the Commercial Production Period is extended by MBL due to reasons solely attributable to the contractor.</p>
Vol. 1 7.10.1	<p>Delay in ramping up of Production – if there is a delay in ramping up of production as per targets at 8, 9 and 10 of “SCHEDULE” of Annexure-A, a penalty shall be levied as below and the same shall be recovered from the Successful Bidders running invoices over 12 months :-  Penalty for delay in achievement of Production targets = USD 10,000.00 (Fifty Thousand United States Dollars) per day.</p>	<p>Delay in ramping up of Production – if there is a delay in ramping up of production as per targets at 8, 9 and 10 of “SCHEDULE” of Annexure-A, a penalty shall be levied as below and the same shall be recovered from the Successful Bidders running invoices over 12 months :-  Penalty for delay in achievement of Production targets = USD 10,000.00 (Ten Thousand United States Dollars) per day.</p>
Vol. 1 7.10.4	<p>In case of less requirement of off take of coal, the mining of ROM can be regulated / restricted by MBL at its discretion to +/- 20 % range, for which Successful Bidder will be notified. In such case monthly target shall be reduced as per the instruction of MBL. If there is no requirement of ROM in a particular month or part thereof, then compensation shall be paid to the Contractor as below:  Compensation = Price per tonne of ROM x 0.8 x4.5 MT/12 x 0.15x days of stoppage/30</p>	<p>In case of less requirement of off take of coal, the mining of ROM can be regulated / restricted by MBL at its discretion to +/- 20 % range, for which Successful Bidder will be notified. In such case monthly target shall be reduced as per the instruction of MBL. If there is no requirement of ROM in a particular month or part thereof, then compensation shall be paid to the Contractor as below:  Compensation = Price per tonne of ROM x 0.8 x4.5 MT/12 x 0.20x days of stoppage/30</p>
Vol. 1	<p><b>Service Provider:</b>  For conducting the Reverse Auction, Steel Authority of India Limited (SAIL) has engaged the services of mjunction services Limited for conducting the Reverse Auctions. mjunction is fully authorized to give clarifications / coordinate with the Bidder on behalf of SAIL w.r.t. conduct of Reverse Auction. Their address and contact details are as given alongside.</p>	<p><b>Service Provider:</b>  For conducting the Reverse Auction, ICVL has engaged the services of mjunction services Limited for conducting the Reverse Auctions. mjunction is fully authorized to give clarifications / coordinate with the Bidder on behalf of ICVL w.r.t. conduct of Reverse Auction. Their address and contact details are as given below:</p>

		<p>Mjunction services limited  <b>Corporate Office:</b>  Address : 3rd Floor, Tower 1, Godrej Waterside, Plot V, Block DP, Sector V, Salt Lake, Kolkata 700091, West Bengal, India  Contact Name : Manish Nandwana  Phone : +919163348165</p>
Vol. 1 Pg 76	<p><b>Checklist</b>  10. Minimum net worth of total USD 100 million</p>	<p><b>Checklist</b>  10. Minimum net worth of total USD 70 million</p>
Vol.2 1.13.1	<p><b>Coal Feed to the ROM Facility</b>  Coal feed to the ROM Facility shall be sourced from one or more of the following:  1. The Pit direct;  2. Benga South ROM coal stockpile by front end loader;  3. Benga South ROM Coal stockpile by truck  The ROM Facility operating philosophy of MBL is to treat the facility as an extension of the Coal Processing Plant feed conveyor. The Coal Processing Plant feed is planned to be achieved by operating for 7000 hours at 800 TPH (Tonne per Hour) with 0.95 efficiency factor.  The Successful Bidder will feed the ROM Facility in the manner outlined above to ensure continuity of ROM coal feed to the Coal Processing Plant. The ROM Facility will be managed in such a manner that:  1. The Successful Bidder's schedule of mining activities shall meet, or exceed, the demand for coal at the Feeder Breaker;  2. The specified feed blends are managed;  3. The ROM stockpile is managed in a safe and efficient manner;  4. Oversize is regularly reduced in size and not allowed to hinder the effective operation of the coal rehandle activities;  5. Drainage is maintained and hard, smooth floor conditions prevail  6. Any ROM coal that is reclaimed is with minimal losses and minimal excavation of the ROM stockpile base materials; and  7. Signage is obeyed, protected and not destroyed  To facilitate efficient operation of the ROM Facility, the Successful Bidder shall ensure that no lump of coal delivered will have any single dimension in excess of 1000mm.  It is the responsibility of the Successful</p>	<p><b>Coal Feed to the ROM Facility</b>  Coal feed to the ROM Facility shall be sourced from one or more of the following:  1. The Pit direct;  2. Benga South ROM coal stockpile by front end loader;  3. Benga South ROM Coal stockpile by truck  The ROM Facility operating philosophy of MBL is to treat the facility as an extension of the Coal Processing Plant feed conveyor. The Coal Processing Plant feed is planned to be achieved by operating for 7000 hours at 800 TPH (Tonne per Hour) with 0.95 efficiency factor.  The Successful Bidder will feed the ROM Facility in the manner outlined above to ensure continuity of ROM coal feed to the Coal Processing Plant. The ROM Facility will be managed in such a manner that:  1. The Successful Bidder's schedule of mining activities shall meet, or exceed, the demand for coal at the Feeder Breaker;  2. The specified feed blends are managed;  3. The ROM stockpile is managed in a safe and efficient manner;  4. Oversize is regularly reduced in size and not allowed to hinder the effective operation of the coal rehandle activities;  5. Drainage is maintained and hard, smooth floor conditions prevail  6. Any ROM coal that is reclaimed is with minimal losses and minimal excavation of the ROM stockpile base materials; and  7. Signage is obeyed, protected and not destroyed  To facilitate efficient operation of the ROM Facility, the Successful Bidder shall ensure that no lump of coal delivered will have any single dimension in excess of 800mm.  It is the responsibility of the Successful</p>

	Bidder to haul and dump coal according to designated quality and Process Plant constraints of the coal. The Successful Bidder is at all times to be careful to minimise fines generation during any coal handling.	Bidder to haul and dump coal according to designated quality and Process Plant constraints of the coal. The Successful Bidder is at all times to be careful to minimise fines generation during any coal handling.
--	--	--