

CORRIGENDUM-2 TO MINING TENDER DOCUMENT FOR COAL MINING OPERATION SERVICES

SL No.	VOL NO.	EXISTING CLAUSE	PROPOSED CLAUSE/ TO BE READ AS
1	'0'	Under Chapter 3, heading : DEFINITIONS: excavation was not defined	3.30 "Excavation" shall mean mining/ excavation, haulage of the OB and/or RoM generated to designated place through loading of dump trucks by mechanical means
2	'0'	5.1.4 Successful Bidder will have to get itself registered in Mozambique asa legal entity incorporated in Mozambique as per the laws of the country, within 20(twenty) days from the date of issuance of the Letter of Intent. The formed legal entity shall sign agreement/Contract and shall submit Performance Security within 28 days from the date of issuance of Letter of Intent.	5.1.4 Successful Bidder will have to get itself registered in Mozambique asa legal entity incorporated in Mozambique as per the laws of the country, within 20 (twenty) days from the date of issuance of the Letter of Intent. The formed legal entity shall sign agreement/Contract within 20 days and shall submit Performance Security within 40 days from the date of issuance of Letter of Intent.
3	'0'	7.2.3.1 The following formula shall be adopted for calculation of variation (upwards or downwards) in the Price of RoM (per Metric Tonne) as well as OB (Per BCM) (as stated in Schedule A.2) on quarterly basis. The first price variation shall be applicable after completion of the quarter commencing from the Commercial Production Date: $P = A \times (a + b \times L1/L + c \times F1/F + d \times M1/M)$ Where: P = Revised price (excluding VAT) A = Original Price (excluding VAT), at which the contract was awarded to the Successful Bidder L1= Revised Consumer Price Index* of Mozambique L = Base Consumer Price Index of Mozambique for the month in which due date of submission of bid falls. F1= Revised Fuel Price excluding VAT, as per the last notification issued by Mozambique Government prior to the quarter for which Price Variation is due** F = Base Fuel Price (excluding VAT) as on last date of submission of bid, as per prevailing Mozambique Government Notification**. M1= Revised Producer Price Index (Semi-finished goods)* of RSA (Republic of South Africa) M = Base Producer Price Index (Semi-finished goods) of RSA for the month in which due date of of submission of bid falls a = 0.35 - Fixed portion of the Price not subject to variation b = 0.20 - Labour portion of the Price subject to variation c = 0.35 - Fuel portion of the Price subject to variation d = 0.10 - Material portion of the Price subject to variation * of the month prior to the quarter for which Price Variation is due. **The Base Fuel Price ("F") and the Revised Fuel Price ("F1") are notified in Metical and shall be converted into USD by considering Central Bank of Mozambique's selling exchange rate as published on the above referred Government of Mozambique notification dates.	7.2.3.1 The following formula shall be adopted for calculation of variation (upwards or downwards) in the Price of RoM (per Metric Tonne) as well as OB (Per BCM) (as stated in Schedule A.2) on quarterly basis. The first price variation shall be applicable after completion of the quarter commencing from the Commercial Production Date: $P = A \times (a + b \times L1/L + c \times F1/F + d \times M1/M)$ Where: P = Revised price (excluding VAT) A = Original Price (excluding VAT), at which the contract was awarded to the Successful Bidder L1= Revised Consumer Price Index* of Mozambique L = Base Consumer Price Index of Mozambique for the month in which due date of submission of bid falls. F1= Revised Fuel Price excluding VAT, as per the last notification issued by Mozambique Government prior to the quarter for which Price Variation is due** F = Base Fuel Price (excluding VAT) as on last date of submission of bid, as per prevailing Mozambique Government Notification**. M1= Revised Producer Price Index * of RSA (Republic of South Africa) M = Base Producer Price Index of RSA for the month in which due date of of submission of bid falls a = 0.30 - Fixed portion of the Price not subject to variation b = 0.20 - Labour portion of the Price subject to variation c = 0.35 - Fuel portion of the Price subject to variation d = 0.15 - Material portion of the Price subject to variation * of the month prior to the quarter for which Price Variation is due. **The Base Fuel Price ("F") and the Revised Fuel Price ("F1") are notified in Metical and shall be converted into USD by considering Central Bank of Mozambique's selling exchange rate as published on the above referred Government of Mozambique notification dates.
4	'3'	1.8.3 Coal loss and dilution It is an essential requirement of the Contract that the Contractor conducts its operations in such a way as to reduce the amount of waste mined as coal and coal loss as waste to a practical minimum. The extraction method must be capable of selectively mining in accordance with the Mining Plan of quality coal, and reject/waste to ensure maximum coal recovery and minimum coal dilution. The extraction method must be capable of selectively mining the coal/waste interface with a coal loss of 50mm at the interface and a waste dilution of 0.75 mm at the interface. If in the opinion of the Company the Contractor is not achieving the essential requirement of mining the coal with minimum dilution of waste or loss of coal, then the Company may direct the Contractor to modify his operations to achieve this objective. The Contractor is to outline its proposed procedures to control coal quality and recovery.All Personnel are required to attend a half day training session on dilution control on commencement and on an annual basis thereafter. The trainings sessions shall be conducted by the Company.	1.8.3 Coal loss and dilution It is an essential requirement of the Contract that the Contractor conducts its operations in such a way as to reduce the amount of waste mined as coal and coal loss as waste to a practical minimum. The extraction method must be capable of selectively mining in accordance with the Mining Plan of quality coal, and reject/waste to ensure maximum coal recovery and minimum coal dilution. The extraction method must be capable of selectively mining the coal/waste interface with a coal loss of 50mm at the interface and a waste dilution of 75 mm at the interface. If in the opinion of the Company the Contractor is not achieving the essential requirement of mining the coal with minimum dilution of waste or loss of coal, then the Company may direct the Contractor to modify his operations to achieve this objective. The Contractor is to outline its proposed procedures to control coal quality and recovery.All Personnel are required to attend a half day training session on dilution control on commencement and on an annual basis thereafter. The trainings sessions shall be conducted by the Company.
5	'2'	12.3 Termination for convenience In addition to any other rights the Company has under this Contract, the Company may at any time, in its discretion, terminate the Contract in whole or in part by giving the Contractor not less than 90 (ninety) calendar day's notice (Termination Notice).	12.3 Termination for convenience In addition to any other rights the Company has under this Contract, the Company may at any time, in its discretion, terminate the Contract in whole or in part by giving the Contractor not less than 180 (One Hundred Eighty) calendar day's notice (Termination Notice). And a terminal benefit of USD 10 Million for the commercial production period.
6	'5'	Schedule A.2, SCHEDULE OF RATES, Volume 5, Point No.2: Rate per one (1) BCM (Bank Cubic Meters) of Over Burden ("OB") removed and shifted to the designated points as per the Scope of Work. USD (..... United States dollars) per Ton (VAT excluded)	Schedule A.2, SCHEDULE OF RATES, Volume 5, Point No.2: Rate per one (1) BCM (Bank Cubic Meters) of Over Burden ("OB") removed and shifted to the designated points as per the Scope of Work. USD (..... United States dollars) per BCM (Bank Cubic Meters) (VAT excluded)
7	'0'	6.10 Formats to be completed by Bidders (As per Chapter 8) Mobilization Assistance Bank Guarantee: Bidder shall submit Bank Guarantee ("BG") to the extent of Mobilisation Assistance availed from MBL ("Mobilisation Assistance Bank Gurantee"), subject to a maximum of USD 10 Million (Ten Million United States Dollars), from MBL. The BG shall be valid until the Completion Date/End of Contract. However, on yearly basis the value of BG may be revised by the successful bidder/Contractor to reflect the outstanding mobilization assistance amount after adjustment against running invoices. The Mobilization Assistance Bank Guarantee, in the prescribed format, shall be submitted by the Successful Bidder as per the details mentioned in Clause 7.2.2 of Chapter 7 (Special Conditions). (Chapter 8: Format 15)	6.10 Formats to be completed by Bidders (As per Chapter 8) Mobilization Assistance Bank Guarantee: Bidder shall submit Bank Guarantee ("BG") to the extent of Mobilisation Assistance availed from MBL ("Mobilisation Assistance Bank Gurantee"), subject to a maximum of USD 10 Million (Ten Million United States Dollars), from MBL. The BG shall be valid for 30 months from the date of payment of 1st instalment of mobilisation advance. However, on yearly basis the value of BG may be revised by the successful bidder/Contractor to reflect the outstanding mobilization assistance amount after adjustment against running invoices. The Mobilization Assistance Bank Guarantee, in the prescribed format, shall be submitted by the Successful Bidder as per the details mentioned in Clause 7.2.2 of Chapter 7 (Special Conditions). (Chapter 8: Format 15)
8	'8'	5. The Contractor shall undertake production planning to ensure fragmentation, extraction, loading and haulage of coal from the Pits to the ROM at a rate of 4.5 MTPA (+/- 20% at Company's discretion) from the multiple coal seams, to be mined in a proportion (currently from seams C, D & E in a ratio of 60:25:15) for obtaining the required quality (13.5% ash level) and yield (about 35%) of coking coal by feeding the same to the CHPP	5. The Contractor shall undertake production planning to ensure fragmentation, extraction, loading and haulage of coal from the Pits to the ROM at a rate of 4.5 MTPA (+/- 20% at Company's discretion) from the multiple coal seams, to be mined in a proportion for obtaining the required quality (13.5% ash level) and yield (about 35%) of coking coal by feeding the same to the CHPP

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9	'4'	<p>7.1 The following formula shall be adopted for calculation of variation (upwards or downwards) in the Price of RoM (per Metric Tonne) as well as OB (Per BCM) (as stated in Schedule A. 2) on quarterly basis. The first price variation shall be applicable after completion of the quarter commencing from the Commercial Production Date:</p> $P = A \times (a + b \times L1/L + c \times F1/F + d \times M1/M)$ <p>Where: P = Revised price (excluding VAT) A = Original Price (excluding VAT), at which the contract was awarded to the Contractor L1= Revised Consumer Price Index* of Mozambique Consumer Price Index of Mozambique for the month in which due date of submission of bid falls. F1= Revised Fuel Price excluding VAT, as per the last notification issued by Mozambique Government prior to the quarter for which Price Variation is due** F = Base Fuel Price (excluding VAT) as on last date of submission of bid, as per prevailing Mozambique Government Notification**. M1= Revised Producer Price Index (Semi-finished goods)* of RSA (Republic of South Africa) M = Base Producer Price Index (Semi-finished goods) of RSA for the month in which due date of of submission of bid falls. a = 0.35 - Fixed portion of the Price not subject to variation b = 0.20 - Labor portion of the Price subject to variation c = 0.35 - Fuel portion of the Price subject to variation d = 0.10 - Material portion of the Price subject to variation * of the month prior to the quarter for which Price Variation is due. **The Base Fuel Price ("F") and the Revised Fuel Price ("F1") are notified in Metical and shall be converted into USD by considering Central Bank of Mozambique's selling exchange rate as published on the above referred Government of Mozambique notification dates.</p>	<p>7.1 The following formula shall be adopted for calculation of variation (upwards or downwards) in the Price of RoM (per Metric Tonne) as well as OB (Per BCM) (as stated in Schedule A. 2) on quarterly basis. The first price variation shall be applicable after completion of the quarter commencing from the Commercial Production Date:</p> $P = A \times (a + b \times L1/L + c \times F1/F + d \times M1/M)$ <p>Where: P = Revised price (excluding VAT) A = Original Price (excluding VAT), at which the contract was awarded to the Contractor L1= Revised Consumer Price Index* of Mozambique Consumer Price Index of Mozambique for the month in which due date of submission of bid falls. F1= Revised Fuel Price excluding VAT, as per the last notification issued by Mozambique Government prior to the quarter for which Price Variation is due** F = Base Fuel Price (excluding VAT) as on last date of submission of bid, as per prevailing Mozambique Government Notification**. M1= Revised Producer Price Index * of RSA (Republic of South Africa) M = Base Producer Price Index of RSA for the month in which due date of of submission of bid falls. a = 0.30 - Fixed portion of the Price not subject to variation b = 0.20 - Labor portion of the Price subject to variation c = 0.35 - Fuel portion of the Price subject to variation d = 0.15 - Material portion of the Price subject to variation * of the month prior to the quarter for which Price Variation is due. **The Base Fuel Price ("F") and the Revised Fuel Price ("F1") are notified in Metical and shall be converted into USD by considering Central Bank of Mozambique's selling exchange rate as published on the above referred Government of Mozambique notification dates.</p>
10	'0'	<p>3.24 "Performance Security" shall mean a sum equivalent to 10% (Ten percent) of the Annualised Contract value, in the form of bank guarantee towards performance security to be furnished by the Successful Bidder as per the terms and conditions of the Document. The Successful Bidder shall submit Performance Security in the form of Performance Bank Guarantee within 28(twenty-eight) days from the date of issue of LOI.</p>	<p>3.24 "Performance Security" shall mean a sum equivalent to 10% (Ten percent) of the Annualised Contract value, in the form of bank guarantee towards performance security to be furnished by the Successful Bidder as per the terms and conditions of the Document. The Successful Bidder shall submit Performance Security in the form of Performance Bank Guarantee within 40(Forty) days from the date of issue of LOI.</p>
11	'0'	<p>6.10 Formats to be completed by Bidders (As per Chapter 8) Format 7 - Performance Bank Guarantee: The Performance Bank Guarantee, in the prescribed format, shall be submitted by the Successful Bidder as per the details mentioned in Clause 3.21 of Chapter 3 (Definitions). The Bank Guarantee shall be valid for the Commercial Production Period plus 1 (one) year. (Chapter 8: Format 7)</p>	<p>6.10 Formats to be completed by Bidders (As per Chapter 8) Format 7 - Performance Bank Guarantee: The Performance Bank Guarantee, in the prescribed format, shall be submitted by the Successful Bidder as per the details mentioned in Clause 3.21 of Chapter 3 (Definitions). The Bank Guarantee shall be valid for the period of 3 years from the date of issue and shall be renewed for every 3 years within 60 days before the expiry date (Chapter 8: Format 7)</p>
12	'0'	<p>6.10.3 Performance Bank Guarantee: The Successful Bidder shall furnish Performance Bank Guarantee as per the provisions of Clause 3.24 of Chapter 3 (Definitions), within 28 (twenty-eight) days from the date of issue of LOI or signing of the agreement whichever is earlier. The Performance Bank Guarantee submitted should be issued by any of the following local (Mozambican) banks: 1. BIM 2. BCI 3. Standard Bank 4. First Capital Bank 5. ABSA 6. NED Bank The Bank Guarantee shall be valid for the Commercial Production Period plus 1 (one) year. Performance Bank Guarantee will not carry any interest. The Performance Bank Guarantee shall be released only on completion of all contractual obligations.</p>	<p>6.10.3 Performance Bank Guarantee: The Successful Bidder shall furnish Performance Bank Guarantee as per the provisions of Clause 3.24 of Chapter 3 (Definitions), within 40 (Forty) days from the date of issue of LOI or signing of the agreement whichever is earlier. The Performance Bank Guarantee submitted should be issued by any of the following local (Mozambican) banks: 1. BIM 2. BCI 3. Standard Bank 4. First Capital Bank 5. ABSA 6. NED Bank The Bank Guarantee shall be valid for the period of 3 years from the date of issue and shall be renewed for every 3 years within 60 days before the expiry date. Performance Bank Guarantee will not carry any interest. The Performance Bank Guarantee shall be released only on completion of all contractual obligations.</p>
13	'0'	<p>FORMAT 7 - PERFORMANCE BANK GUARANTEE 5. This guarantee shall come into force from the date of issue of this guarantee and shall remain fully, irrevocably, unconditionally valid and in force initially up to either one (1) year after 2032 or one (1) year after the Works/Services completion, whichever is later, as notified to us in writing by yourselves.</p>	<p>FORMAT 7 - PERFORMANCE BANK GUARANTEE 5. This guarantee shall come into force from the date of issue of this guarantee and shall remain fully, irrevocably, unconditionally valid and in force initially up to 3 years, as notified to us in writing by yourselves.</p>
14	'0'	<p>FORMAT 7 - PERFORMANCE BANK GUARANTEE 10. Notwithstanding anything contained herein before our liability under this guarantee is restricted up to a sum..... (Currency and amount) and shall expire on either one (1) year after 2032 or one (1) year after the Works/Services completion, whichever is later, as notified to us in writing by yourselves. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand up to the expiry date of this guarantee, otherwise all your rights shall be forfeited and we shall stand relieved and discharged from our liabilities hereunder.</p>	<p>FORMAT 7 - PERFORMANCE BANK GUARANTEE 10. Notwithstanding anything contained herein before our liability under this guarantee is restricted up to a sum..... (Currency and amount) and shall expire on THREE(3) years after issue date, as notified to us in writing by yourselves. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand up to the expiry date of this guarantee, otherwise all your rights shall be forfeited and we shall stand relieved and discharged from our liabilities hereunder.</p>
15	'0'	<p>TIME SCHEDULE 4. Submission of Performance Bank Guarantee 28 DAYS</p>	<p>TIME SCHEDULE 4. Submission of Performance Bank Guarantee 40 DAYS</p>