

Date: 03 August, 2024

**BHARAT COKING COAL LIMITED**

**Corrigendum I to the WDOA for selection of Washery Developer & Operator of  
the Dugda Coal Washery dated March 12, 2024**

The following amendments are applicable to the WDOA.

<b>S.NO</b>	<b>Clause Reference</b>	<b>Existing Clause</b>	<b>Revised Clause</b>
1.	1.63 Definitions of Specified End Use Plant	<b>Specified End-Use Plant</b> ” means one or more blast furnace units (with or without a coke oven plant) which is commissioned and is used to produce steel (in a single location within the same boundary and/or geographically different location) located in India and owned by the Bidder and may include a CPP or a cogeneration unit or any other unit of the Bidder for usage in its Specified End Use Plant which is commissioned or to be commissioned	<b>“Specified End Use Plant”</b> shall mean one or more Blast Furnace Units (with or without coke oven plant) used for the production of steel (in a single location within the same boundary or different location, <b>owned by same owner/holding company</b> ) and may include a CPP or a cogeneration unit or any other unit of the Bidder for usage in its Specified End Use Plant which is commissioned or to be commissioned.
2.	1.73 Definitions		New definition inserted as under:  <b>“Blast Furnace Unit(s)”</b> shall mean the commissioned/to be commissioned blast furnace unit(s) of the Bidder which had been registered on the Electronic Platform and for which the Bidder had participated the RFP.
3.	9.2 General Obligations of WDO	-	New clause inserted as under:  <b>9.2.26 Undertake that while beneficiation/ washing of raw coal lifted against the FSA, washed coking coal shall be generated to the tune of at least 20 (twenty) % of raw coal supplied.</b>

S.NO	Clause Reference	Existing Clause	Revised Clause
4.	16.4 Certificate of Commercial Operation	<b>Certificate of Commercial Operation:</b> Subject to the results of the tests under Clause 16.3 being obtained to the satisfaction of the Authority and within 7 (seven) Days of obtaining the Performance Certificate, the WDO shall issue to the Authority a self-certificate of commercial operation (“Certificate of Commercial Operation”) stating that the Washery can hereafter commence operation and undertake the process of washing of raw coal to generate the End Products and the date of issuance of such Certificate of Commercial Operations shall be considered as the Commercial Operation Date (“COD”).	<b>Certificate of Commercial Operation:</b> Subject to the results of the tests under Clause 16.3 being obtained to the satisfaction of the Authority and within 7 (seven) Days of obtaining the Performance Certificate, the WDO shall issue to the Authority a self-certificate of commercial operation (“Certificate of Commercial Operation”) stating that the Washery can hereafter commence operation and undertake the process of washing of raw coal to generate the End Products and the date of issuance of such Certificate of Commercial Operations shall be considered as the Commercial Operation Date (“COD”). <b>Further, the WDO shall issue to the Authority a Commercial Operation Commencement certificate from a certified Chartered Engineer or IEM Part B acknowledgement and Self-attested copy of Consent to Operate, if applicable.</b>
5.	16.5 Delay in Commercial Operation	If the Certificate of Commercial Operations has not been submitted in accordance with this Agreement within the Build/Renovation Period, unless the delay is on account of reasons due to Force Majeure or any time extension agreed between the Parties, an amount equivalent to 0.55% (zero point five five percent) of the Performance Security for each Day of delay, subject to a maximum of 180 (one hundred and eighty) Days from the completion of the Build/Renovation Period, shall be appropriated from the Performance Security until the Certificate of Commercial Operation is issued and the Washery commences	If the Certificate of Commercial Operations has not been submitted in accordance with this Agreement within the Build/Renovation Period or <b>the certificate of commercial operation commencement of blast furnace unit(s) (if applicable) has not been submitted within the Build/Renovation Period</b> , unless the delay is on account of reasons due to Force Majeure or any time extension agreed between the Parties, an amount equivalent to 0.55% (zero point five five percent) of the Performance Security for each Day of delay, subject to a maximum of

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		operations. Provided however, in case of delay beyond 180 (one hundred and eighty) Days from the completion of the Build/Renovation Period, the Authority shall have the right to terminate this Agreement	180 (one hundred and eighty) Days from the completion of the Build/Renovation Period, shall be appropriated from the Performance Security until the Certificate of Commercial Operation is issued/certificate of commercial operation commencement of blast furnace unit(s) (if applicable) is issued and the Washery commences operations. Provided however, in case of delay beyond 180 (one hundred and eighty) Days from the completion of the Build/Renovation Period, the Authority shall have the right to terminate this Agreement
6.	23.1 WDO Event of Default	-	New clause inserted as under:  (r) the WDO fails to submit certificate of commercial operation commencement of blast furnace unit(s) (if applicable) within the Build/Renovation Period and continues to be in default for 180 (one hundred and eighty) Days which has not been remedied in accordance with Clause 16.5;
7.	Schedule III	FORMAT OF PERFORMANCE SECURITY	FORMAT OF PERFORMANCE SECURITY/ADDITIONAL PERFORMANCE SECURITY (IF APPLICABLE)