

Date: 03rd August, 2024

BHARAT COKING COAL LIMITED

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

The following amendments are applicable to the RFP.

S.NO	Clause Reference	Existing Clause	Revised Clause
1.	1.1.7 Definitions of Authorized Signatory	“Authorised Signatory” shall mean the individual representing a Bidder who has been duly authorised on behalf of such Bidder to (i) use the Bidder’s digital signature certificate; (ii) execute and submit the Bid on behalf of the Bidder; (iii) sign the Affidavit cum undertaking set out in Annexure VII and the power of attorney set out in Annexure IV on behalf of the Bidder; and (iv) execute and submit such other documents as may be deemed necessary, in accordance with the terms hereof.	Authorised Signatory” shall mean the individual representing a Bidder who has been duly authorised on behalf of such Bidder to (i) use the Bidder’s digital signature certificate; (ii) execute and submit the Bid on behalf of the Bidder; (iii) sign the Affidavit cum undertaking set out in Annexure VII and the power of attorney set out in Annexure IV and Annexure XXIII (if applicable) , on behalf of the Bidder; and (iv) execute and submit such other documents as may be deemed necessary, in accordance with the terms hereof.
2.	1.1.15 Definitions of Bidder	“Bidder” shall mean a Company registered under the Companies Act 2013 or any previous company law, as applicable in India, which has submitted the Bid.	“Bidder” shall mean a Company registered under the Companies Act 2013 or any previous company law, as applicable in India, which has submitted the Bid and may include a joint venture company or a consortium of companies.
3.	1.1.62 Definitions of Specified End Use Plant	Specified End-Use Plant” 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	“Specified End Use Plant” 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, owned by same owner/holding company) and may include a CPP or a cogeneration unit or any other unit of the Bidder for usage in

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		unit of the Bidder for usage in its Specified End Use Plant which is commissioned or to be commissioned	its Specified End Use Plant which is commissioned or to be commissioned.
4.	1.1.79 Definitions	-	New definition inserted as under: “Blast Furnace Unit(s)” shall mean the commissioned/to be commissioned blast furnace unit(s) of the Bidder which has been registered on the Electronic Platform and for which the Bidder intends to participate in this RFP.
5.	5.3.1 Issuance of Letter of Intent and Execution of Transaction Agreements	Upon completion of Bidding Process, BCCL shall issue LOI to the Successful Bidder directing for submission of Performance Security, Upfront Payment, documents listed at Annexure III	Upon completion of Bidding Process, BCCL shall issue LOI to the Successful Bidder directing for submission of Performance Security including Additional Performance Security, if applicable , Upfront Payment, documents listed at Annexure III
6.	6.1.1 Submission of Documents	The Successful Bidder shall, within 60 (sixty) Days of issuance of LOI by BCCL, submit the following: 6.1.1(a) Performance Security 6.1.1(b) Upfront Payment 6.1.1(c) Documents listed at Annexure III together with any other documents as may be requested by BCCL.	The Successful Bidder shall, within 60 (sixty) Days of issuance of LOI by BCCL, submit the following: 6.1.1(a) Performance Security including Additional Performance Security, if applicable , 6.1.1(b) Upfront Payment 6.1.1(c) Documents listed at Annexure III together with any other documents as may be requested by BCCL.
7.	6.4.1 End-Use of Coal procured under FSA	The renovated Washery should produce at least 2 (two) End Products from the coal supplied by BCCL under the FSA. It is hereby clarified that the coal procured under the FSA from BCCL shall be washed in the Washery and	The renovated Washery should produce at least 2 (two) End Products from the coal supplied by BCCL under the FSA. It is hereby clarified that the coal procured under the FSA from BCCL shall be washed in the Washery and the

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		<p>the End Products shall be utilized towards captive consumption for the Specified End-Use Plant(s) of the WDO.</p>	<p>End Products shall be utilized towards captive consumption for the Specified End-Use Plant(s) of the WDO. Further, while beneficiation/ washing of raw coal, washed coking coal shall be generated to the tune of at least 20 (twenty) % of raw coal supplied by weight.</p>
8.	<p>7.1.1 Technical Conditions</p> <p style="text-align: right;">Eligibility</p>	<p>The Bidder shall be a Company, incorporated in India, that owns one or more Specified End-Use Plant(s). The blast furnace unit(s) with respect to such Specified End Use Plant(s) should have already been commissioned. The sum of the Normative Coal Requirement of the Bidder's Specified End Use Plant(s) excluding the CPP or any cogeneration unit or any other unit, calculated in accordance with Clause 8.6 should not be less than 2 (two) Million Tonnes in W-IV grade.</p>	<p>The Bidder shall be a Company, incorporated in India, that owns one or more Specified End-Use Plant(s). The blast furnace unit(s) with respect to such Specified End Use Plant(s) should have already been commissioned or should be commissioned within 42 months from the date of execution of the Transaction Agreements. The sum of the Normative Coal Requirement of the Bidder's Specified End Use Plant(s) (Blast Furnace Unit(s)), calculated in accordance with Clause 8.6 should not be less than 2 (two) Million Tonnes in W-IV grade. It is clarified that in case the Bidder is a JV/Consortium, the sum of the Normative Coal Requirement of the Specified End Use Plant(s) (Blast Furnace Unit(s)), registered on the Electronic Platform, of the members of the JV/Consortium calculated in accordance with Clause 8.6 should not be less than 2 (two) Million Tonnes in W-IV grade.</p> <p>In case the Bidder is a consortium/JV, it shall, comply with the following additional requirements:</p> <p style="text-align: center;">(a) number of members in a Consortium shall not exceed 3 (three);</p>

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			<p><i>(b) subject to sub-clause (a) above, the Bid/registration should contain the information required for each member of the Consortium/JV member; members of the Consortium shall nominate member with Blast Furnace Unit(s), as the lead member (the “Lead Member”). The nomination(s) shall be supported by a Power of Attorney, in the format at ANNEXURE-XXIII, signed by all the other member(s) of the JV/ Consortium;</i></p> <p><i>(c) Any change in the JV/ Consortium shall not be permitted without prior consent of Seller.</i></p>
9.	7.2.1 Financial Conditions Eligibility	The Bidder shall have average Net Worth of not less than INR 100,00,00,000 (Indian Rupees One Hundred Crores), as per standalone audited annual accounts of last three financial years, being FY 2020-2021, FY 2021-2022 and FY 2022-2023, as per prescribed format placed at Annexure II.	<p>The Bidder shall have average Net Worth of not less than INR 100,00,00,000 (Indian Rupees One Hundred Crores), as per standalone audited annual accounts of last three financial years, being FY 2020-2021, FY 2021-2022 and FY 2022-2023, as per prescribed format placed at Annexure II.</p> <p><i>In case the Bidder is a JV/Consortium, the average Net Worth of the Lead member should not be less than INR 100,00,00,000 (Indian Rupees One Hundred Crores), as per standalone audited annual accounts of last three financial years, being FY 2020-2021, FY 2021-2022 and FY 2022-2023, as per prescribed format placed at Annexure II.</i></p>
10.	7.3 Other Eligibility Conditions	-	New clause inserted as under:

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			<p>7.3.4(f) In case the Bidder is a JV or Consortium, each member should substantially satisfy the qualification requirements to the extent specified herein Clause 7.3. Bidder including all its JV partners/consortium members as applicable, shall provide an undertaking to this effect as per Annexure I and Annexure-VII of this RFP and submit the Joint Bidding Agreement provided in Annexure-XXIV, as applicable.</p>
11.	8.4.3(a) Online submission	(ii) Power of attorney for signing the Bid as per the format at Annexure IV along with a certified true copy of the relevant authorizations in support thereof. Notwithstanding anything to the contrary contained herein, Bidders shall be entitled to submit a power of attorney in a format other than that specified in Annexure IV; provided that such power of attorney validly and unconditionally authorizes the Authorised Signatory to inter alia (i) sign documents, submit information and otherwise act for and on behalf of the Bidder; and (ii) bind the Bidder by all acts, deed and things done by him in exercise of his powers under the power of attorney;	<p>(ii) Power of attorney for signing the Bid as per the format at Annexure IV and Annexure XXIII (if applicable) along with a certified true copy of the relevant authorizations in support thereof. Notwithstanding anything to the contrary contained herein, Bidders shall be entitled to submit a power of attorney in a format other than that specified in Annexure IV and Annexure XXIII (if applicable); provided that such power of attorney validly and unconditionally authorizes the Authorised Signatory to inter alia (i) sign documents, submit information and otherwise act for and on behalf of the Bidder; and (ii) bind the Bidder by all acts, deed and things done by him in exercise of his powers under the power of attorney;</p> <p>New clause inserted as under:</p> <p>(xiv) Copy of Joint Bidding Agreement, as applicable (xv) Tentative timeline and capacity in respect of the capacities under expansion/ upcoming capacity of blast furnace unit(s)</p>

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12.	8.4.3(c) Offline submission	-	<p>New clause inserted as under:</p> <p>(vii) Copy of Joint Bidding Agreement, as applicable</p>
13.	8.6.1 Normative Requirement Coal	<p>The normative coal requirement of the Specified End Use Plant(s) (excluding the CPP or any cogeneration unit or any other unit) shall be at least 2 (two) MTPA as calculated by the Electronic Platform ("Normative Coal Requirement") in accordance with the following formula:</p> <p>[annual coal requirement as computed by the Electronic Platform based on the Specified End Use Plant details provided by the bidder excluding the CPP or a cogeneration unit or any other unit of the Bidder] minus [(annual coal requirement of the Specified End Use Plant excluding the CPP or a cogeneration unit or any other unit of the Bidder met through any captive coal mine(s), which shall be computed on the basis of Washery Grade-IV grade of coal, irrespective of the grade of coal actually available from the captive coal mine(s)) plus (annual coal requirement of the Specified End Use Plant excluding the CPP or a cogeneration unit or any other unit of the Bidder met through any allocation of coal linkage(s) pursuant to auction process conducted by CIL and/ or its subsidiaries and/or by SCCL or any other existing coal linkage(s) under New Coal Distribution</p>	<p>The normative coal requirement of the Specified End Use Plant(s) (excluding the CPP or any cogeneration unit or any other unit) shall be at least 2 (two) MTPA as calculated by the Electronic Platform ("Normative Coal Requirement") in accordance with the following formula:</p> <p>[annual coal requirement as computed by the Electronic Platform based on the Specified End Use Plant (Blast Furnace Unit(s)) details provided by the bidder] minus [(annual coal requirement of the Specified End Use Plant (Blast Furnace Unit(s)) of the Bidder met through any captive coal mine(s), which shall be computed on the basis of Washery Grade-IV grade of coal, irrespective of the grade of coal actually available from the captive coal mine(s)) plus (annual coal requirement of the Specified End Use Plant(Blast Furnace Unit(s)) of the Bidder met through any allocation of coal linkage(s) pursuant to auction process conducted by CIL and/ or its subsidiaries and/or by SCCL or any other existing coal linkage(s) under New Coal Distribution Policy, which shall be computed on the basis of Washery Grade-IV grade of coal, irrespective of the grade of coal actually allocated pursuant to the auction process)].</p>

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		Policy, which shall be computed on the basis of Washery Grade-IV grade of coal, irrespective of the grade of coal actually allocated pursuant to the auction process)].	
14.	8.7.3(a)	In the event, mine opening permission has been granted post completion of the Bidding Process, the Successful Bidder, shall simultaneous to the grant of mine opening permission by CCO submit the same to BCCL along with self-certificate as per format (A) of Annexure XXI. In case the Successful Bidder fails to submit the mine opening permission by CCO and/or self- certificate in accordance with this Clause, BCCL shall have right to terminate LOI and/ or the FSA, as the case may be, and forfeit the Bid Security or Performance Security as the case may be	In the event, mine opening permission has been granted post completion of the Bidding Process, the Successful Bidder, shall simultaneous to the grant of mine opening permission by CCO submit the same to BCCL along with self-certificate as per format (A) of Annexure XXI. In case the Successful Bidder fails to submit the mine opening permission by CCO and/or self- certificate in accordance with this Clause, BCCL shall have right to terminate LOI and/ or the FSA, as the case may be, and forfeit the Bid Security or Performance Security including Additional Performance Security, if applicable, as the case may be
15.	General	-	Reference to “excluding the CPP or a cogeneration unit or any other unit” may be replaced with “Blast Furnace Units”
16.	8.10.1	The Successful Bidder shall, within 60 (sixty) Days of issuance of the LOI by BCCL, submit the following to BCCL: 8.10.1(a) Performance Security as specified in Chapter 11; 8.10.1(b) Upfront Payment as specified in Clause 12.1.1; and	The Successful Bidder shall, within 60 (sixty) Days of issuance of the LOI by BCCL, submit the following to BCCL: 8.10.1(a) Performance Security as specified in Chapter 11 including the Additional Performance Security if applicable; 8.10.1(b) Upfront Payment as specified in Clause 12.1.1;

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		8.10.1(c) Documents specified in Annexure III together with any other documents as may be requested by BCCL.	and 8.10.1(c) Documents specified in Annexure III together with any other documents as may be requested by BCCL.
17.	10.1.4 Bid Security	The Successful Bidder's Bid Security will be returned, without any interest, upon the signing of Transaction Agreements and furnishing of Performance Security in accordance with the provisions thereof.	The Successful Bidder's Bid Security will be returned, without any interest, upon the signing of Transaction Agreements and furnishing of Performance Security including Additional Performance Security, if applicable , in accordance with the provisions thereof.
18.	10.1.6(c) Bid Security	In the case of a Successful Bidder, if it fails within the time limits specified in Clause 8.10: (i) to furnish the Performance Security; (ii) to submit the Upfront Payment (iii) to submit the documents specified in Annexure III together with such other documents as may be requested by BCCL; or (iv) to execute the Transaction Agreements, in which case, the Bidder will also cease to be a Successful Bidder.	In the case of a Successful Bidder, if it fails within the time limits specified in Clause 8.10: (i) to furnish the Performance Security including Additional Performance Security, if applicable ; (ii) to submit the Upfront Payment (iii) to submit the documents specified in Annexure III together with such other documents as may be requested by BCCL; or (iv) to execute the Transaction Agreements, in which case, the Bidder will also cease to be a Successful Bidder.
19.	11.2.1(b) Performance Security	-	New clause inserted as under: In case of the blast furnace unit(s) / proposed capacity expansion of blast furnace unit(s) which is yet to be commissioned, the Successful Bidder shall have to declare the timeline for commissioning of such units at

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			<p>the time of execution of the FSA in the form of declaration as per the format in Annexure XXV. For this purpose, the Successful Bidder shall have to submit an additional performance security (“Additional Performance Security” or “APS”) in the form of an irrevocable and unconditional guarantee from an Acceptable Bank, or in the form of a non-interest bearing security deposit in the account of BCCL the details of which is as under:</p>			
			Scenario	Declaration	Time required for commissioning of Blast Furnace Units	Additional Performance security
			Scenario 1	Initial declaration	More than 0 upto 1 year	0%
				Extension sought	Each additional year of upto 42 months, as the case may be.	1% of ACQ for each year (1-365 days). Maximum 3% of ACQ if extension requested for maximum tenure of 42 months. Entire 1% APS shall be

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						applicable for part Period i.e. from 36 months to 42 months.
			Scenario 2	Initial declaration	More than 1 upto 2 years	0%
				Extension sought	Each additional year of extension upto 42 months	1% of ACQ for each year (1-365 days). Maximum 2% of ACQ if extension requested for maximum tenure of 42 months. Entire 1% APS shall be applicable for part Period i.e. from 36 months to 42 months.
			Scenario 3	Initial declaration	More than 2 upto 3 years	0%

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				Extension sought	Each additional year of extension upto 42 months	1% of ACQ for each year (1-365 days). Maximum 1 % of ACQ if extension requested for maximum tenure of 42 months. Entire 1% APS shall be applicable for part Period i.e. from 36 months to 42 months.
			Scenario 4	Initial declaration	More than 3 years upto 42 months	1%
<p>The amount of Additional Performance Security shall be computed as follows: <i>Additional Performance Security (APS) = APS% as per table above of [(Modulated Price x (1+Winning Premium))] x ACQ (2 MTPA)</i></p>						
20.	11.2.2 Performance Security	The Performance Security - FSA, if provided in the form of a bank guarantee, shall remain valid till 3 (three) months	The Performance Security – FSA , if provided in the form of a bank guarantee, shall remain valid till 3 (three) months			

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		<p>from the date of expiry of the FSA with claim period of at least 1 (one) Year. The Performance Security - FSA, if provided in the form of a non-interest-bearing security deposit, shall be refunded to the Successful Bidder within 3 (three) months after the date of expiry of the FSA. The return or refund of the Performance Security FSA is subject to successful completion of the obligations of the Purchaser and complete settlement of all claims of the Seller arising out of the FSA.</p>	<p>from the date of expiry of the FSA with claim period of at least 1 (one) Year. The Performance Security - FSA, if provided in the form of a non-interest-bearing security deposit, shall be refunded to the Successful Bidder within 3 (three) months after the date of expiry of the FSA. The return or refund of the Performance Security FSA is subject to successful completion of the obligations of the Purchaser and complete settlement of all claims of the Seller arising out of the FSA.</p> <p>The Additional Performance Security, if provided in the form of a bank guarantee, shall remain valid till 3 (three) months from the date of commissioning of the Blast Furnace Unit(s) with claim period of at least 1 (one) Year. The Performance Security - FSA, if provided in the form of a non-interest-bearing security deposit, shall be refunded to the Successful Bidder within 3 (three) months after the date of commissioning of the Blast Furnace Unit(s).</p>
21.	11.2.3 Performance Security	<p>The Performance Security - FSA, if provided in the form of a bank guarantee shall be in substantially the form as provided in the FSA. The Performance Security - FSA, if provided in the form of a security deposit shall be non-interest bearing.</p>	<p>The Performance Security – FSA including the Additional Performance Security, if provided in the form of a bank guarantee shall be in substantially the form as provided in the FSA. The Performance Security – FSA including the Additional Performance Security, if provided in the form of a security deposit shall be non-interest bearing.</p>
22.		<p>The amount of Performance Security - FSA shall be</p>	<p>The amount of Performance Security - FSA including the</p>

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		<p>suitably revised in case of change in Modulated Price. The Successful Bidder shall have to top up/provide a fresh Bank Guarantee (in the event Performance Security - FSA is submitted in the form of a Bank Guarantee) or deposit addition funds (in case the Performance Security - FSA is provided in the form of Security Deposit) in case of revision in Modulated Price on account of increase in escalation. The additional performance security shall have to be deposited within 30 (thirty) Days of such revision. Correspondingly, in case of revision in Modulated Price on account of reduction in escalation, Successful Bidder can submit a new Bank Guarantee for the revised value in case the Performance Security- FSA is submitted in the form of a Bank Guarantee or BCCL shall refund the excess value to Successful Bidder in case the Performance Security- FSA is provided in the form of Security Deposit</p>	<p>Additional Performance Security shall be suitably revised in case of change in Modulated Price. The Successful Bidder shall have to top up/provide a fresh Bank Guarantee (in the event Performance Security – FSA including the Additional Performance Security is submitted in the form of a Bank Guarantee) or deposit addition funds (in case the Performance Security - FSA including the Additional Performance Security is provided in the form of Security Deposit) in case of revision in Modulated Price on account of increase in escalation. Such additional performance security shall have to be deposited within 30 (thirty) Days of such revision. Correspondingly, in case of revision in Modulated Price on account of reduction in escalation, Successful Bidder can submit a new Bank Guarantee for the revised value in case the Performance Security- FSA including the Additional Performance Security is submitted in the form of a Bank Guarantee or BCCL shall refund the excess value to Successful Bidder in case the Performance Security- FSA including the Additional Performance Security is provided in the form of Security Deposit</p>
23.	11.3	<p>Appropriation of Performance Security</p> <p>The Performance Security may be appropriated by BCCL in the manner specified in the Transaction Agreements and shall be without prejudice to the other rights and remedies available under this RFP, the Transaction</p>	<p>Appropriation of Performance Security/ Additional Performance Security</p> <p>The Performance Security including the Additional Performance Security may be appropriated by BCCL in the manner specified in the Transaction Agreements and</p>

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		<p>Agreements or Applicable Law, without incurring any liability whatsoever.</p>	<p>shall be without prejudice to the other rights and remedies available under this RFP, the Transaction Agreements or Applicable Law, without incurring any liability whatsoever.</p>
24.	<p>13.1.2 Change in Control/ transfer subsequent to determination of Successful Bidder</p>	<p>The decision of BCCL in this behalf shall be final, conclusive, and binding on the WDO, and the WDO hereby undertakes that it shall not give effect to any such acquisition of equity or control of the board of directors of the WDO or transfer of the Specified End-Use Plant without such prior approval of BCCL. Any change in Control or transfer of the Specified End-Use Plant not in conformity with this Clause or Applicable Laws shall be deemed to be void ab-initio and BCCL may in such cases, at its sole discretion, appropriate the Bid Security or Performance Security as the case may be, and terminate the WDO Agreement and the FSA.</p>	<p>The decision of BCCL in this behalf shall be final, conclusive, and binding on the WDO, and the WDO hereby undertakes that it shall not give effect to any such acquisition of equity or control of the board of directors of the WDO or transfer of the Specified End-Use Plant without such prior approval of BCCL. Any change in Control or transfer of the Specified End-Use Plant not in conformity with this Clause or Applicable Laws shall be deemed to be void ab-initio and BCCL may in such cases, at its sole discretion, appropriate the Bid Security or Performance Security including the Additional Performance Security, if applicable, as the case may be, and terminate the WDO Agreement and the FSA.</p>
25.	<p>13.3.1 Consequences of default</p>	<p>Any change in Control of the Successful Bidder and/or any transfer of the Specified End Use Plant along with the rights in relation to the allocated coal linkage and Washery implementation and operations which is not in conformity with this RFP or Applicable Laws shall be deemed to be void ab-initio. BCCL, may in such situations and without prejudice to its rights under Applicable Law, in its sole discretion, appropriate the Bid Security, Performance Security, disqualify the Bidder,</p>	<p>Any change in Control of the Successful Bidder and/or any transfer of the Specified End Use Plant along with the rights in relation to the allocated coal linkage and Washery implementation and operations which is not in conformity with this RFP or Applicable Laws shall be deemed to be void ab-initio. BCCL, may in such situations and without prejudice to its rights under Applicable Law, in its sole discretion, appropriate the Bid Security, Performance Security, including the Additional</p>

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		<p>terminate the Transaction Agreements and/ or cancel the LOI and allocations, as the case may be.</p>	<p>Performance Security, if applicable, disqualify the Bidder, terminate the Transaction Agreements and/ or cancel the LOI and allocations, as the case may be.</p>
26.	Annexure I Letter comprising Technical Bid	<ol style="list-style-type: none"> 1. We satisfy and shall continue to satisfy all the Eligibility Conditions prescribed in Chapter 7 of the RFP 4. All documents required to be submitted electronically on the Electronic Platform as well as the following documents required to be submitted physically with BCCL are duly submitted: (a) power of attorney in the form and substance as specified in Annexure IV of the RFP; (b) certified true copy of board resolution authorizing execution of abovementioned power of attorney; (c) certified extract of charter documents i.e., Memorandum of Association and Articles of Association; (d) Bid Security in the form and substance as specified in Annexure V of the RFP (in case Bid Security is being submitted in the form of Bank Guarantee) or proof of Security Deposit; as applicable (e) Documentary Evidence of payment of Process Fee (f) affidavit in the form and substance as specified in Annexure VII of the RFP. 	<ol style="list-style-type: none"> 1. We, including each member of the JV/consortium if applicable, satisfy and shall continue to satisfy all the Eligibility Conditions prescribed in Chapter 7 of the RFP. 4. All documents required to be submitted electronically on the Electronic Platform as well as the following documents required to be submitted physically with BCCL are duly submitted: (a) power of attorney in the form and substance as specified in Annexure IV and Annexure XXIII (if applicable) of the RFP; (b) certified true copy of board resolution authorizing execution of abovementioned power of attorney; (c) certified extract of charter documents i.e., Memorandum of Association and Articles of Association; (d) Bid Security in the form and substance as specified in Annexure V of the RFP (in case Bid Security is being submitted in the form of Bank Guarantee) or proof of Security Deposit; as applicable (e) Documentary Evidence of payment of Process Fee (f) affidavit in the form and substance as specified in Annexure VII of the RFP. <p>26. we 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 by weight.</p>

S.NO	Clause Reference	Existing Clause	Revised Clause																																						
27.	Schedule 1 to Annexure I \ Letter comprising Technical Bid	<p>1. Bidder Details:</p> <table border="1" data-bbox="544 316 1344 885"> <thead> <tr> <th data-bbox="544 316 779 384">Particulars of Bidder</th> <th data-bbox="786 316 1344 384">Details</th> </tr> </thead> <tbody> <tr> <td data-bbox="544 389 779 421">Name</td> <td data-bbox="786 389 1344 421"></td> </tr> <tr> <td data-bbox="544 426 779 491">Country of Incorporation</td> <td data-bbox="786 426 1344 491"></td> </tr> <tr> <td data-bbox="544 496 779 703">Address of corporate headquarters and its branch office(s), if any, in India:</td> <td data-bbox="786 496 1344 703"></td> </tr> <tr> <td data-bbox="544 708 779 885">Date of incorporation and/ or commencement of business</td> <td data-bbox="786 708 1344 885"></td> </tr> </tbody> </table> <p>3 Details of Specified End-Use Plant(s) owned by the Bidder as per following format:</p> <table border="1" data-bbox="544 1034 1344 1157"> <thead> <tr> <th data-bbox="544 1034 723 1070">Name</th> <th data-bbox="730 1034 960 1070">Capacity*</th> <th data-bbox="967 1034 1344 1070">Location</th> </tr> </thead> <tbody> <tr> <td data-bbox="544 1075 723 1112"></td> <td data-bbox="730 1075 960 1112"></td> <td data-bbox="967 1075 1344 1112"></td> </tr> <tr> <td data-bbox="544 1117 723 1153"></td> <td data-bbox="730 1117 960 1153"></td> <td data-bbox="967 1117 1344 1153"></td> </tr> </tbody> </table> <p><i>* Bidder to provide capacity of blast furnace and the CPP or any cogeneration unit or any other unit</i></p>	Particulars of Bidder	Details	Name		Country of Incorporation		Address of corporate headquarters and its branch office(s), if any, in India:		Date of incorporation and/ or commencement of business		Name	Capacity*	Location							<p>2. Bidder Details:</p> <table border="1" data-bbox="1377 316 2190 885"> <thead> <tr> <th data-bbox="1377 316 1612 384">Particulars of Bidder</th> <th data-bbox="1619 316 2190 384">Details</th> </tr> </thead> <tbody> <tr> <td data-bbox="1377 389 1612 421">Name</td> <td data-bbox="1619 389 2190 421"></td> </tr> <tr> <td data-bbox="1377 426 1612 491">Country of Incorporation</td> <td data-bbox="1619 426 2190 491"></td> </tr> <tr> <td data-bbox="1377 496 1612 703">Address of corporate headquarters and its branch office(s), if any, in India:</td> <td data-bbox="1619 496 2190 703"></td> </tr> <tr> <td data-bbox="1377 708 1612 885">Date of incorporation and/ or commencement of business</td> <td data-bbox="1619 708 2190 885"></td> </tr> </tbody> </table> <p><i>In case of JV/Consortium, details to be provided for all the members of JV/Consortium.</i></p> <p>3 Details of Specified End-Use Plant(s) owned by the Bidder as per following format:</p> <table border="1" data-bbox="1377 1129 2190 1252"> <thead> <tr> <th data-bbox="1377 1129 1556 1166">Name</th> <th data-bbox="1563 1129 1794 1166">Capacity*</th> <th data-bbox="1800 1129 2190 1166">Location</th> </tr> </thead> <tbody> <tr> <td data-bbox="1377 1171 1556 1208"></td> <td data-bbox="1563 1171 1794 1208"></td> <td data-bbox="1800 1171 2190 1208"></td> </tr> <tr> <td data-bbox="1377 1212 1556 1249"></td> <td data-bbox="1563 1212 1794 1249"></td> <td data-bbox="1800 1212 2190 1249"></td> </tr> </tbody> </table> <p><i>* Bidder to provide capacity of blast furnace unit(s) including blast furnace unit(s) which are proposed to be commissioned and for which Bidder has done registration</i></p>	Particulars of Bidder	Details	Name		Country of Incorporation		Address of corporate headquarters and its branch office(s), if any, in India:		Date of incorporation and/ or commencement of business		Name	Capacity*	Location						
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S.NO	Clause Reference	Existing Clause	Revised Clause															
			<i>under this scheme and the CPP or any cogeneration unit or any other unit</i>															
28.	Annexure II Statutory Auditor Certificate – Financial Criteria	-	<p>New note inserted after the table:</p> <p>In case of JV/Consortium, the above networth is to be provided for Lead Member.</p>															
29.	Annexure III Documents to be Submitted against FSA	7. Performance Security (to have already been submitted before execution of the FSA)	<p>7. Performance Security, including Additional Performance Security, if applicable, (to have already been submitted before execution of the FSA)</p> <p>8. Details of the coke oven plant, if any, in the format provided below:</p> <table border="1" data-bbox="1377 758 2195 981"> <thead> <tr> <th colspan="5">Details of the coke oven plant</th> </tr> <tr> <th>Name</th> <th>Address</th> <th>Capacity</th> <th>Quantity of coking/ non-coking coal converted (in Tonnes)</th> <th>Output in terms of coke (in Tonnes)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>*only with respect to the blast furnace units including blast furnace unit(s) which are proposed to be commissioned and for which Bidder has done registration under the RFP.</p> <p>New note inserted as under at the end:</p> <p>For lifting of coal</p>	Details of the coke oven plant					Name	Address	Capacity	Quantity of coking/ non-coking coal converted (in Tonnes)	Output in terms of coke (in Tonnes)					
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S.NO	Clause Reference	Existing Clause	Revised Clause
			<p>New clause inserted as under:</p> <ul style="list-style-type: none"> 5. Documents with respect to the Blast Furnace Unit(s) which were to be commissioned as the time of submission of Bid. a) Commercial Operation Commencement certificate from a certified Chartered Engineer or IEM Part B acknowledgement. b) Self-attested copy of Consent to Operate <p>NOTE</p> <p><u>In case the Specified End Use Plant is a consortium / JV, then all the above requirements, as relevant, have to be met for all plants. However, for the capacity of blast furnace unit(s) which is to be commissioned, if applicable, the relevant documents for such expanded capacity shall be submitted upon commissioning/ operationalization of the same.</u></p>
30.	Annexure VII Format for Affidavit-Cum-Undertaking	<p>3. I certify and confirm that all the Eligibility Conditions (specified in Chapter 7 of the RFP) required for participation in the Bidding process are satisfied and met.</p> <p>8. I certify and confirm that our average Net Worth as per standalone audited annual accounts of last</p>	<p>3. I certify and confirm that all the Eligibility Conditions (specified in Chapter 7 of the RFP) required for participation in the Bidding process are satisfied and met by me including each member of the JV/consortium, if applicable.</p> <p>8. I certify and confirm that our average Net Worth/Networth of the lead member, as applicable</p>

S.NO	Clause Reference	Existing Clause	Revised Clause
		<p>three financial years, being FY20-2021, FY21-2022 and FY22-2023 is INR [●]</p>	<p>as per standalone audited annual accounts of last three financial years, being FY20-2021, FY21-2022 and FY22-2023 is INR ●]</p>
31.	Annexure XIII Format of Letter of Intent	<p>The Successful Bidder shall be required to perform the following activities:</p> <p>(a) Submit acceptance of this Letter of Intent within 5 (five) Days from issuance of this Letter of Intent.</p> <p>(b) Within 60 (sixty) Days from issuance of this Letter of Intent, submit the following:</p> <ol style="list-style-type: none"> 1. Performance Security under FSA of INR [●] 2. Performance Security under WDO Agreement of INR [●] 3. Upfront Payment of INR [●] <p>Within 15 (fifteen) Days of submitting the Performance Security and Upfront Payment, the Successful Bidder shall be required to depute an Authorized Signatory at the following address to execute the Transaction Agreements, being the Fuel Supply Agreement and the Washery Development and Operations Agreement.</p>	<p>The Successful Bidder shall be required to perform the following activities:</p> <p>(a) Submit acceptance of this Letter of Intent within 5 (five) Days from issuance of this Letter of Intent.</p> <p>(b) Within 60 (sixty) Days from issuance of this Letter of Intent, submit the following:</p> <ol style="list-style-type: none"> 1. Performance Security under FSA including Additional Performance Security, if applicable of INR [●] 2. Performance Security under WDO Agreement of INR [●] 3. Upfront Payment of INR [●] <p>Within 15 (fifteen) Days of submitting the Performance Security including Additional Performance Security, if applicable and Upfront Payment, the Successful Bidder shall be required to depute an Authorized Signatory at the following address to execute the Transaction Agreements, being the Fuel Supply Agreement and the Washery Development and Operations Agreement.</p>

New Annexure Inserted as under:

ANNEXURE XXIII in the RFP

Power of Attorney for Lead Member *(as applicable)*

WHEREAS the [●] (“**the Authority**”) has invited Bid from interested parties to design, Build/ Renovate, operate & maintain and transfer the Washery on Build/Renovation, Operation, Maintenance and Transfer model (the “**Transaction**”).

WHEREAS, [●], [●], and [●] (collectively the “**Consortium**”) being members of the Consortium are interested in bidding for the Transaction in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Transaction, and

WHEREAS, it is necessary for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, [●] having our registered office at [●], M/s. [●] having our registered office at [●], and M/s. [●] having our registered office at [●] (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s [●] having its registered office at [●] being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is declared Successful, during the execution of the Transaction and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its bid for the Transaction, including but not limited to signing and submission of all applications, bids and other documents and

writings, accept the Letter of Intent, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute the Transaction Agreements and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Transaction and/ or execution of the Transaction Agreements and/or till the term/contract period of the Transaction Agreements.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [●] DAY OF [●]

For [●]
(Signature)
.....
(Name & Title)

For [●]
(Signature)
.....
(Name & Title)

For [●]
(Signature)
.....
(Name & Title)

Witnesses:
1.
2.
.....

(Executants)

(To be executed by all the members of the Consortium)

(Notarised)

Notes:

- ❖ *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Laws and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure, if applicable.*
- ❖ *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- ❖ *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

New Annexure Inserted as under:

ANNEXURE XXIV in the RFP

Joint Bidding Agreement *(as applicable)*

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the [●] day of [●], 20[●]

AMONGST

1. [●] Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at [●] (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns); **AND**
2. [●] Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at [●] (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)
3. [●] Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at [●] (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns).

The above-mentioned parties of the FIRST, SECOND, and THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

WHEREAS,

- (A) Bharat Coking Coal Limited (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bid by its Request for Proposal dated [●] (the

“RFP”) for selection of Bidder to design, Build/ Renovate, operate & maintain and transfer the Washery on Build/Renovation, Operation, Maintenance and Transfer model (the “**Transaction**”).

- (B) The Parties are interested in jointly bidding for the Transaction as members of a Consortium and in accordance with the terms and conditions of the RFP document and other Transaction Agreements in respect of the Transaction, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Selection Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Selection Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Affiliates.

3. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium;
- (b) Party of the Second Part shall be the other member of the Consortium; and

(c) Party of the Third Part shall be the other member of the Consortium.

4. Joint and Several Liability

4.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Transaction and in accordance with the terms of the RFP and the Transaction Agreements.

4.2 The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member.

5. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the Applicable Laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the member of the Consortium is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

6. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect under the Transaction Agreements, in case the Consortium is declared as the Successful Bidder. However, in case the Consortium is either not technically qualified for the Transaction or not declared as the Successful Bidder, the Agreement will stand terminated.

7. Miscellaneous

7.1 This Joint Bidding Agreement shall be governed by the Applicable Laws of India.

7.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Laws and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*

3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

New Annexure Inserted as under:

ANNEXURE XXV in the RFP

ANNEXURE-XIII Declaration of the bidder at the time of execution of FSA

Pursuant to the RFP dated [insert date] (“RFP”), I, On behalf of M/s [Name of Successful Bidder], Successful Bidder for Transaction, declare that blast furnace unit(s)¹ of _____(insert capacity) is presently planned/under development/under commissioning. The blast furnace unit(s)³ shall be commissioned as per the following schedule.

Particulars	Insert Date
Expected commissioning of Blast Furnace Unit(s) ³	

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)
Name and seal of Bidder

Date:

Place:

¹ Delete if not applicable