

CORRIGENDUM No. 01

eTender Ref: 2022_CILHQ_246073_1

Sl.No	Clause / Specification	Existing Provisions	Amended Provisions
1	Clause 31 of Instruction to Bidders (ITB): Bid Prices	The exchange rate shall be considered as last published Bill selling rate of State Bank of India on the date of opening of price bid.	The exchange rate shall be considered as last published RBI/FBIL Reference Rate applicable at the time of opening of price bid
2	Clause 47 of ITB: Evaluation of Price Bid	Source of exchange rates: The exchange rate shall be considered as last published bill selling rate of State Bank of India applicable at the time of opening of price bid.	Source of exchange rates: The exchange rate shall be considered as last published RBI/FBIL Reference Rate applicable at the time of opening of price bid
3	Clause 48 of ITB: Evaluation Criteria	Considering exchange rate as on 7 days prior to the original date of opening of (Techno-commercial) Bids as per the tender document, the price schedule will be updated/ applicable exchange rate will be uploaded, which shall be used by the bidders in arriving total price for submission of price bid.	The exchange rate for evaluation of price bid shall be considered as last RBI/FBIL Reference Rate applicable at the time of opening of price bid.
4	Clause 40 of ITB: Price Bid	The Unconditional Price Bid Submission, duly completed together with the following attachments and price schedule be submitted online on the e-tender portal: <ul style="list-style-type: none"> • Electronic Fund Transfer Form (Annexure-9) • Price Schedule updated in line with provisions of this tender Price Bid should not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Price Bid. If the Technical/commercial matters indicated in Price Bid are found to be in contradiction with the details furnished in Techno-Commercial Bid, the details furnished in Techno-Commercial Bid shall prevail.	The Unconditional Price Bid Submission, duly completed together with the following attachments and price schedule be submitted online on the e-tender portal: <ul style="list-style-type: none"> • Price Schedule updated in line with provisions of this tender. Price Bid should not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Price Bid. If the Technical/commercial matters indicated in Price Bid are found to be in contradiction with the details furnished in Techno-Commercial Bid, the details furnished in Techno-Commercial Bid shall prevail.

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5	Clause 18 of ITB: General Guidelines for all BGs: Subclause v.	v. Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided in the General Conditions of this NIT. BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI.	v. Confirmation of BGs through Structured Financial Messaging System (SFMS) While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) to Employer's Beneficiary Bank whose details are provided in the General Conditions of this NIT. BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System).
6	Clause 7 of e-tender notice: Eligibility Criteria/Qualification Requirement for the Bidders. Note number (vii)	vii) In the event of award to Consortium the performance security deposit in the form of bank guarantee, shall be in the name of the Consortium.	vii) In the event of award to Consortium the performance security deposit in the form of bank guarantee, shall be in the name of the Lead Partner of the Consortium
7	Clause 57 of ITB: Qualifying Requirement. Note Number (vii)	vii) In the event of award to Consortium the performance security deposit in the form of bank guarantee, shall be in the name of the Consortium.	vii) In the event of award to Consortium the performance security deposit in the form of bank guarantee, shall be in the name of the Lead Partner of the Consortium
8	Clause 7 of e-tender notice: Eligibility Criteria/Qualification Requirement for the Bidders.	All bidders shall have place of business/establishment in India. In case of consortium lead partner shall have place of business/establishment in India	All bidders shall have place of business/establishment in India. In case of consortium any one of the consortium member having business/establishment in India would suffice. Further in cases where the bidder / none of the consortium members have Indian presence on date of submission of bid, they will be required to establish an Indian office within 15 days from the date of issuance of LoA.

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9	Clause 57 of ITB: Qualifying Requirement.	All bidders shall have place of business/establishment in India. In case of consortium lead partner shall have place of business/establishment in India	All bidders shall have place of business/establishment in India. In case of consortium any one of the consortium member having business/establishment in India would suffice. Further in cases where the bidder / none of the consortium members have Indian presence on date of submission of bid, they will be required to establish an Indian office within 15 days from the date of issuance of LoA.
10	Clause 53 of ITB: Performance Security Deposit in the form of Bank Guarantee	In case of Consortium, in the event of award to the Successful bidder, Performance Security Deposit in the form of Bank Guarantee, shall be in the name of the Consortium.	In case of Consortium, in the event of award to the Successful bidder, Performance Security Deposit in the form of Bank Guarantee, shall be in the name of the Lead Partner of the Consortium.
11	Clause 3 of E-tender Notice: Earnest Money Deposit (EMD):	In case of foreign bidder, the value of EMD shall be US Dollar (USD) 1,28,950 (USD One Lakh Twenty Eight Thousand Nine Hundred Fifty Only).	In case of foreign bidder, the value of EMD shall be US Dollar (USD) 128,950 (USD One Hundred Twenty Eight Thousand Nine Hundred Fifty Only).
12	Clause 28 of ITB	In case of foreign bidder an Amount of EMD: USD 1,28,950/- (US Dollars One Lakh Twenty Eight Thousand Nine Hundred Fifty only).	In case of foreign bidder an Amount of EMD: USD 128,950/- (USD One Hundred Twenty Eight Thousand Nine Hundred Fifty Only).
13	Clause 30 of ITB: Earnest Money Deposit (EMD)	The value of EMD to be submitted by the foreign bidder shall be USD 1,28,950 [USD One Lakh Twenty Eight Thousand Nine Hundred Fifty only].	The value of EMD to be submitted by the foreign bidder shall be USD 128,950 [USD One Hundred Twenty Eight Thousand Nine Hundred Fifty Only].
14	Clause 17 of ITB: Port of Discharge/Unloading:	The successful bidder shall complete all the necessary formalities for custom clearance, freight forwarding and final assessment of bill of Entry. The successful bidder at its cost and expenses, will be responsible for each and every shipment of	The successful bidder shall complete all the necessary formalities for custom clearance, freight forwarding and final assessment of bill of Entry. The successful bidder at its cost and expenses, will be

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		<p>coal and shall be responsible for the timely arrangement of customs clearance of the coal and payment of duty amount to the Authority along with applicable interest, penalty or other charges, as the case may be. In case of any demand by authorities and/or issuance of “Provisionally Assessed” bill of entries, it shall be within scope of successful bidder to get the same sorted out within custom authorities. It shall be duty of successful bidder to ensure that all rebates/ concessions/ allowances introduced by customs authorities, if any, from time to time are availed of and passed on to CIL. In case of the ocean going vessel, discharging being delayed due to non-successful customs clearance, time used will count as lay time and any demurrage will have to be borne by the successful bidder. Demurrage due to delayed unloading of coal at Discharge Port, customs clearance, port handling, delay in loading/placement of railway rakes etc. shall be to the account of Successful Bidder as per Technical Specifications of Bidding Document.</p>	<p>responsible for each and every shipment of coal and shall be responsible for the timely arrangement of customs clearance of the coal and payment of Custom duty amount to the Authority along with applicable interest, penalty or other charges, as the case may be. In case of any demand by authorities and/or issuance of “Provisionally Assessed” bill of entries, it shall be within scope of successful bidder to get the same sorted out within custom authorities. It shall be duty of successful bidder to ensure that all rebates/ concessions/ allowances introduced by customs authorities including reduction in rate of custom duty, if any, from time to time are availed of and passed on to CIL. A certificate to this effect shall be given with the invoice. In case of the ocean going vessel, discharging being delayed due to non-successful customs clearance, time used will count as lay time and any demurrage will have to be borne by the successful bidder. Demurrage due to delayed unloading of coal at Discharge Port, customs clearance, port handling, delay in loading/placement of railway rakes etc. shall be to the account of Successful Bidder as per Technical Specifications of Bidding Document.</p>
15	Annexure-1: Format for Letter of Bid	I/We hereby confirm that this bid complies with the Bid validity, EMD, Bid security , Price Bid and other documents as required by the Bidding documents.	I/We hereby confirm that this bid complies with the Bid validity, EMD, Price Bid and other documents as required by the Bidding documents.

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16	<p>Annexure 25: TENTATIVE PLANT WISE BREAK-UP OF QUANTITY OF IMPORTED STEAM COAL TO BE SUPPLIED UNDER THE CONTRACT</p> <p>And</p> <p>The same table furnished under clause 4 of the ITB</p>	<p>Earlier, the breakup and phasing of quantities was provided on a monthly basis i.e. tentative quantity to be supplied for the month of July, August, and September</p> <p>In the same table, Recommended port of discharge for Gujarat State Electricity Corporation Limited has been indicated as Mundra</p>	<p>The table has been changed to “Quantity for Supply within 4 to 6 weeks of placement of LoA in Million Metric Tonnes”, “Remaining Quantity to be supplied by 30th September 2022 in Million Metric Tonnes”, and “Total Quantity for Qtr. 2 in Million Metric Tonnes”</p> <p>Recommended port of discharge for Gujarat State Electricity Corporation Limited changed from Mundra to Dahej</p> <p>The Amended Annexure-25, including any other changes, has been furnished at the end of this document</p>
17	Clause 1 of E-tender notice – Point 5 Validity of Bid	90 days after the end date of bid submission	60 days after the end date of bid submission
18	Clause 22 of E-tender notice – Bid Validity	The validity period of the tenders shall be 90 (Ninety) days after the end date of bid submission	The validity period of the tenders shall be 60 (Sixty) days after the end date of bid submission
19	Clause 34 of ITB	The bidder is to ensure that its bid initially shall remain valid and open for acceptance for Ninety (90) days after the end date of opening of Techno- Commercial Bid. The bid valid for shorter period shall be rejected by the owner as being non-responsive.	The bidder is to ensure that its bid initially shall remain valid and open for acceptance for Sixty (60) days after the end date of opening of Techno- Commercial Bid. The bid valid for shorter period shall be rejected by the owner as being non-responsive.
20	Clause 16 of General Conditions of Contract (GCC): Force Majeure	Neither the Owner or the Contractor is responsible for any failure to perform its obligations under the Contract if it is prevented or delayed in performing those obligations by an event of Force Majeure.	Neither the Owner nor the Contractor is responsible for any failure to perform its obligations under the Contract if it is prevented or delayed in performing those obligations by an event of

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Sl.No	Clause / Specification	Existing Provisions	Amended Provisions
			Force Majeure.
21	Clause 14 of GCC: Liquidated Damages For Delay In Completion	The Contractor will ensure the delivery of consignment at the Delivery Point as per schedule given by CIL. In case of any delay, (other than those due to Force Majeure, berthing delay at load port & discharge port due to reasons not attributable to the contractor and delay on account of Railways) the contractor shall be liable to pay liquidated damages (LD) @1% (One percent) of the value of delayed consignment for each week's delay or part thereof subject to a ceiling of 5% (five percent) of the Total Contract Price exclusive of estimated GST and GST Compensation Cess.	The Contractor will ensure the delivery of consignment at the Delivery Point as per schedule given by CIL. In case of any delay, (other than those due to Force Majeure, berthing delay at load port & discharge port due to reasons not attributable to the contractor and delay on account of Railways) the contractor shall be liable to pay liquidated damages (LD) @ ½ % (One half of one percent) of the value of delayed consignment for each week's delay upto 4 weeks or part thereof and 1% (one percent) for delay exceeding 4 weeks and part thereof, subject to a ceiling of 5% (five percent) of the Total Contract Price exclusive of estimated GST and GST Compensation Cess.
22	Clause 31.7 (i) of GCC: Balance Payment	Submission of Final Tax Invoice in quadruplicate for Final balance payment after carrying out the adjustment for quality results.	Submission of Final Claim Certificate in quadruplicate for Final balance payment after carrying out the adjustment for quality results.
23	Clause 31.3 of GCC: Due Dates For Payment	Owner will make progressive payment as and when the payment is due as per the terms of payment set forth in this tender document. Payment will become due and payable by the owner within thirty (30) days from the date of receipt of contractor's bill/invoice/debit note by the owner, provided the documents submitted are	Owner will make progressive payment as and when the payment is due as per the terms of payment set forth in this tender document. Payment will become due and payable by the owner within twenty-one (21) days from the date of receipt of contractor's bill/invoice/debit note by

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		complete in all respects.	the owner, provided the documents submitted are complete in all respects.
24	Clause 8 (ii) of Technical Specification: Quality Inspection	For corrections on quality variations: For correction of GCV for landed price, Total Moisture, Ash & Size for quantity and Sulphur for penalty, test results of purchaser or Independent Inspection Agency (IIA) shall be considered and in case of any dispute (except for Total Moisture and Size), test results of referee sample, if admissible, shall be considered.	For corrections on quality variations: For correction of GCV for landed price, Total Moisture, Ash & Size for quantity and Sulphur for penalty, test results of Third Party Sampling Agency (TPSA) empaneled by CIL (including future empanelment, if any) shall be considered and in case of any dispute (except for Total Moisture and Size), test results of referee sample, if admissible, shall be considered. Third Party Sampling Agency (TPSA) empanelled by CIL is given as Annexure-27 at the end of this document.
25	Clause 53 of ITB: Performance Security Deposit in the form of Bank Guarantee	In case of guarantees issued by branches outside India for foreign banks, the Performance Security Deposit in the form of Bank Guarantee shall be routed through the correspondent bank in India for due verification of signatures of the executants.	In case of guarantees issued by branches outside India for foreign banks, the Performance Security Deposit in the form of Bank Guarantee shall be confirmed through the RBI scheduled commercial banks in India

All other terms & conditions remains unchanged.

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Amended Annexure-25**TENTATIVE PLANT WISE BREAK-UP OF QUANTITY OF IMPORTED STEAM COAL TO BE SUPPLIED UNDER THE CONTRACT**

Sl. No	Name of the Gencos	Plant	Quantity for Supply within 4 to 6 weeks of placement of LoA in Million Metric Tonnes	Remaining Quantity to be supplied by 30th September 2022 in Million Metric Tonnes	Total Quantity for Qtr 2 in Million Metric Tonnes	Recommended Port of Discharge
Q1	Punjab State Power Corporation Limited	Ropar (0.30); Lehra Mohabbat (0.30)	0.030	0.030	0.060	Mundra
Q2	Gujarat State Electricity Corporation Limited	Wanakbori (0.12), Ukai (0.60)	0.090	0.090	0.180	Dahej
Q3	WBPDC	Santaldih (0.87), Bakreswar (1.49), Bandel (0.69), Kolaghat (0.87), Sagardighi (1.58)	0.275	0.275	0.550	Haldia
Q4	TANGEDCO	North Chennai	0.065	0.065	0.130	Ennore
Q5	TVNL	Tenughat TPS	0.040	0.040	0.080	Dhamra
Q6	MPPGCL	Khandwa	0.075	0.075	0.150	Mundra
Q7	MPPGCL	Birsinghpur	0.025	0.025	0.050	Mundra
	Total		0.600	0.600	1.200	
Sl. No	Name of the IPPs	Plant	Quantity for Supply within 4 to 6 weeks of placement of LoA in Million Metric Tonnes	Remaining Quantity to be supplied by 30th September 2022 in Million Metric Tonnes	Total Quantity for Qtr 2 in Million Metric Tonnes	Recommended Port of Discharge
Q8	Sembcorp Energy India Limited	Pyanampuram TPP	0.045	0.045	0.090	Krishnapattanam
Q9	Sembcorp Energy India Limited	SGPL TPP	0.005	0.0050	0.010	Krishnapattanam
Q10	Jayprakash Power Ventures	Bina TPP	0.038	0.0380	0.076	Mundra
Q11	Jayprakash Power Ventures	Nigeree TPP	0.026	0.0260	0.052	Mundra

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Q12	Avantha Power & Infrastructure Ltd.	Jhabua Power	0.034	0.0340	0.068	Mundra
Q13	Lanco Amarkantak Power Ltd.	Pathadi (Unit 1&2)	0.012	0.0119	0.024	Vishakapatnam
Q14	Rattan India	Amaravatti TPP	0.015	0.0150	0.030	Kakinada
Q15	GMR Group	GMR Warora	0.027	0.0265	0.053	Kakinada
Q16	GMR Group	GMR Kamalanga	0.068	0.0680	0.136	Paradip
Q17	CESC	Budgebudge TPP	0.025	0.0250	0.050	Haldia
Q18	CESC	Haldia Energy Ltd.	0.020	0.0200	0.040	Haldia
Q19	CESC	Dhariwal TPS	0.020	0.0200	0.040	Kakinada
Q20	Sai Wardha	Sai Wardha TPS	0.022	0.0221	0.044	Kakinada
Q21	Vedanta	Talwandi Sabo	0.063	0.0625	0.125	Kandla
Q22	Nabha power Limited	Rajpura TPP	0.063	0.0625	0.125	Kandla
Q23	Jindal India Thermal Power Ltd	Derang TPP	0.053	0.0525	0.105	Paradip
Q24	Adhunik Power	Mahadev Prasad TPS	0.031	0.0310	0.062	Paradip
Q25	ACB India	TRN Energy Pvt. Ltd.	0.030	0.0295	0.059	Vishakapatnam
Q26	ACB India	Maruti Bandakhar	0.014	0.0135	0.027	Mundra
	Total		0.608	0.608	1.216	
		Grand Total	1.208	1.208	2.416	

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Annexure-27:**Current List of Empanelled Third Party Sampling Agency (TPSA)**

Empaneled Third Party Sampling Agency	Address
Central Institute of Mining & Fuel Research (CIMFR)	CSIR-CIMFR, Barwa Road, CIMFR Colony, Dhanbad, Jharkhand 826015
Quality Council Of India (QCI)	Quality Council of India Institution of Engineers Building, IIInd Floor, 2 - Bahadur Shah Zafar Marg, New Delhi - 110002, India.
SGS India Pvt. Ltd	SGS House, 4B. A. S. Marg, Vikhroli (W), Mumbai-400083
COTECNA Inspection India Pvt. Ltd	Office No. 213. 214 & 215, The Summit – Business Bay, Behind Guru Nanak Petrol Pump, Opposite Cinemax, Off Andheri - Kurla Road, Prakashwadi, Andheri (East), Mumbai- 400069
MITRA SK Pvt. Ltd	74B, 5th Floor, Shrachi Centre, Acharya Jagadish Chandra Bose Road, Kolkata, West Bengal 700016

Note: This list is subject to modification including future empanelment, if any.