

AMENDMENT TO TENDER DOCUMENT NO.: GVK/ COAL/2016-17/002 DT 13.5.2016

This refers to the Tender Document No.: GVK/ COAL/2016-17/002 Dated 13.5.2016 containing

Part A: For CIF

Supply OF 1.2 Million Metric Tonne IMPORTED NON-COKING COAL 4800 NAR of South African Origin upto 2 lakhs tonnes per month starting from June 2016 to Noember 2016 upto Kandla / Any West Coast Port, India.

Part B: CHA:

Handling & Transportation from Kandla/Any West Coast Port to Goindwal Plant for the above.

The following clauses of the tender document are to be read as mentioned below:

PART A:

Clause 18: ASSIGNMENT:

“Neither Bidder nor Buyer shall assign the whole or part of its right and obligation hereunder directly or indirectly without the prior written consent of the other party, save for financing parties of GPGSL.

CLAUSE 27 MISCELLANEOUS

This tender shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither party shall assign or otherwise dispose of any interest or obligation under this agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, save for the financing parties of GPGSL. This agreement represents the entire agreement of the parties respecting the subject matter hereof and may not be altered, amended or varied except in writing & signed by both parties hereto.