



महानदी कोलफील्ड्स लिमिटेड, संबलपुर

(कोल इंडिया लिमिटेड की एक सहायक कंपनी)

विपणन और विक्रय विभाग



No. MCL/SBP/M&S/ Single Window e-auc/Aug 2023/ 252

Dt. 01/08/2023

Notice- Single Window Mode Agnostic E-Auction August 2023

MCL is offering coal by Road and Rail mode to the eligible buyers under "Single Window Mode Agnostic e- Auction scheme" for the month of August 2023. The e-Auction is scheduled on **8/08/2023**. It will be conducted by **M/s. MSTC Ltd., Kolkata**. All those who desire to participate in the e-auction will have to register themselves with the Service Provider by visiting their website www.mstcecommerce.com.

The Bid Security requirement for single window mode agnostic e-auction will be INR 500/tes same as applicable for earlier spot e-auction scheme. Apart from this there will be an additional processing fee of INR 20/ tes (Mentioned in details in clause 2.5 and 2.6 in terms and conditions section). The notifications issued by CIL vide Notice no. CIL/M&S/E-auction/297 dated 04/07/2022 (Copy of Notice enclosed) will be applicable for single window mode agnostic auction as well.

| Address of M/s. MSTC Limited | Contact Person |
|--|---|
| 225-C, Acharya Jagdish Chandra Bose Road, Kolkata – 700 020. Phone No. 033 – 22470568 / 22479627 / 22470964 Website : www.mstcindia.com www.mstcecommerce.com | 033-22891401 Sri B.K.Nayak (F&A) 033-22895068 Shri A.Bhattacharjee (Sr.Manager) arindam@mstcindia.co.in |
| Address of MCL | Contact Person |
| Mahanadi Coalfields Ltd., At/Po: Jagruti Vihar, Burla, Dist. Sambalpur – 768 020. Website : www.mahanadicoal.in | Shri A K Lakra , Ph.0663 -2542853 / 359 GM, M&S Deptt. (PBX– 0663-2542461 to 2542469 Extn. 5346) Nodal Officer : Shri Lalit Kumar Ukey Sr. Manager, M&S Deptt. Mob-9437021376 Email :road-sales.mcl@coalindia.in |

All concerned are requested to visit website of **M/s. MSTC Ltd., Kolkata** or may visit their office at Kolkata or MCL office, Burla, Sambalpur on the above address or at the addresses given in the website for further details regarding the e-auction, such as Quantity, Sources/Grades, Floor Prices, Earnest Money Deposit & other Terms and conditions.

MCL reserves the right to modify the offer and Terms & Conditions at any time.

In addition to the above consumers/bidders are also requested to follow the below mentioned points –

- 1- Make payment of coal value post successful bid within 10 working days (22/08/23) via customized e-collection system. The details of the mechanism to make the payment are already uploaded in MCL website notice section link shared here for reference.
https://www.mahanadicoal.in/Business/Files/Notice_386_coal_value.pdf

Payment via above mentioned mechanism is highly encouraged and in case any consumers are facing any difficulties in the same or error in PI received can contact MCL for early redressal to ensure that they are able to complete payment procedure before the deadline.

- 2- It is requested to kindly check the MCL latest dues notice and clear all dues before submission to ensure no interruption in the release of their sales order against this auction. The link of latest dues notice is shared for reference.

<https://www.mahanadicoal.in/Business/Files/Notice%201161%20Recovery%20of%20outstanding%20250123.pdf>

- 3- Post successful bid any consumer wishing to submit 27c and avail exemption from 1% TCS has to send a mail to the mail id **auctionroadmcl22@gmail.com** . It shall be done within 12 hours of completion of 2nd round of bidding (i.e. the source and mode allocation round). The mail should be only titled Single Window Auction August 2023. All other consumer who have not send the mail will be by default charged 1% TCS in the PI to be sent post completion of auction. The mail has to be sent to the mail id mentioned above only and not to any other mail id or with any other subject line in the mail.

- 4- The terms and conditions for Single Window Mode Agnostic E-Auction shall be as per Notification of issued by CIL vide notice number CIL/M&S/Single Window E-auction/485 Dated 22.12.2022 and updated on their website vide notice on date 10-2-2023

Link is shared below -

https://d3u7ubx0okog7j.cloudfront.net/documents/CIL_E-auction_scheme_2022_for_implementation_of_Single_window_mode.pdf

- 5- Bidders who have not submitted their TDS certificate of FY 21-22 and FY 22-23 yet are also requested to submit the same. Consumers are also requested to kindly check notice number MCL/SBP/M&S/Spot e-auc/ Oct 2022/486(H) Dated 19-10-22 regarding general guidelines for auction participants.
- 6- Bidders are hereby informed that the offer from Balram OCP in this auction is from a STC lead of 0-3 km slab will be applied.

Encl: as above


01/18/23
General Manager (M&S), MCL

Copy for Kind information to: DT (P&P), MCL

Copy to: GMs/ASMs, All Area

GM (Sys), MCL HQ: with request for hoisting the notice on MCL website

General Manager (M&S-Rail)/ Sr. Manager (M&S-Road)/ Manager (Finance- SA)

Offer Structure and Quantity of Single Window Mode Agnostic E-Auction - Aug'2023

| Cluster Name | Total Cluster Offer in tes | Representative Grade | Representative Size | Modulated Price of Representative Grade | Floor Price |
|---------------------|----------------------------|----------------------|---------------------|---|--|
| Jagannath | 500000 | G12 | (-100 mm) | 1087 | 1359 |
| Cluster Description | | | | | |
| Loading Points | Mode | Grade | Size | Modulated Price | Evacuation Capacity Under Offer in tes |
| Jagannath OCP | Road | G12 | (-100 mm) | 1087 | 50000 |
| Ananta OCP | Road | G12 | (-100 mm) | 1087 | 200000 |
| Bhubaneswari OCP | Road | G12 | (-100 mm) | 1087 | 250000 |

| Cluster Name | Total Cluster Offer in tes | Representative Grade | Representative Size | Modulated Price of Representative Grade | Floor Price |
|---------------------|----------------------------|----------------------|---------------------|---|--|
| Hingula | 304000 | G14 | (-100 mm) | 919 | 1149 |
| Cluster Description | | | | | |
| Loading Points | Mode | Grade | Size | Modulated Price | Evacuation Capacity Under Offer in tes |
| Hingula OCP | Road | G14 | (-100 mm) | 919 | 100000 |
| Balram OCP | Road | G13 | (-100 mm) | 1003 | 200000 |
| Spur 9/10 Siding | Rail | G13 | (-100 mm) | 1003 | 4000 |

| Cluster Name | Total Cluster Offer in tes | Representative Grade | Representative Size | Modulated Price of Representative Grade | Floor Price |
|---------------------|----------------------------|----------------------|---------------------|---|--|
| Kaniha | 125000 | G12 | (-100 mm) | 1087 | 1359 |
| Cluster Description | | | | | |
| Loading Points | Mode | Grade | Size | Modulated Price | Evacuation Capacity Under Offer in tes |
| Kaniha OCP | Road | G12 | (-100 mm) | 1087 | 125000 |

| Cluster Name | Total Cluster Offer in tes | Representative Grade | Representative Size | Modulated Price of Representative Grade | Floor Price |
|---------------------|----------------------------|----------------------|---------------------|---|--|
| Lingaraj | 70000 | G12 | (-100 mm) | 1087 | 1359 |
| Cluster Description | | | | | |
| Loading Points | Mode | Grade | Size | Modulated Price | Evacuation Capacity Under Offer in tes |
| Lingaraj OCP | Road | G12 | (-100 mm) | 1087 | 70000 |

| Cluster Name | Total Cluster Offer in tes | Representative Grade | Representative Size | Modulated Price of Representative Grade | Floor Price |
|---------------------|----------------------------|----------------------|---------------------|---|--|
| Bharatpur | 170000 | G13 | (-100 mm) | 1003 | 1254 |
| Cluster Description | | | | | |
| Loading Points | Mode | Grade | Size | Modulated Price | Evacuation Capacity Under Offer in tes |
| Bharatpur OCP | Road | G13 | (-100 mm) | 1003 | 170000 |

| Cluster Name | Total Cluster Offer in tes | Representative Grade | Representative Size | Modulated Price of Representative Grade | Floor Price |
|---------------------|----------------------------|----------------------|---------------------|---|--|
| Nandira | 10000 | G8 | (-100 mm) | 1908 | 2290 |
| Cluster Description | | | | | |
| Loading Points | Mode | Grade | Size | Modulated Price | Evacuation Capacity Under Offer in tes |
| Nandira UG Mine | Road | G8 | (-100 mm) | 1908 | 10000 |

| Cluster Name | Total Cluster Offer in tes | Representative Grade | Representative Size | Modulated Price of Representative Grade | Floor Price |
|---------------------|----------------------------|----------------------|---------------------|---|--|
| IB Valley | 50000 | G14 | (-100 mm) | 919 | 1149 |
| Cluster Description | | | | | |
| Loading Points | Mode | Grade | Size | Modulated Price | Evacuation Capacity Under Offer in tes |
| Samaleswari OCP | Road | G14 | (-100 mm) | 919 | 25000 |
| Lajkura OCP | Road | G12 | (-100 mm) | 1087 | 25000 |

| Cluster Name | Total Cluster Offer in tes | Representative Grade | Representative Size | Modulated Price of Representative Grade | Floor Price |
|---------------------|----------------------------|----------------------|---------------------|---|--|
| Lakhanpur | 120000 | G10 | (-100 mm) | 1344 | 1680 |
| Cluster Description | | | | | |
| Loading Points | Mode | Grade | Size | Modulated Price | Evacuation Capacity Under Offer in tes |
| Belpahar OCP | Road | G10 | (-100 mm) | 1344 | 120000 |

| Cluster Name | Total Cluster Offer in tes | Representative Grade | Representative Size | Modulated Price of Representative Grade | Floor Price |
|---------------------|----------------------------|----------------------|---------------------|---|--|
| Basundhara | 635000 | G14 | (-100 mm) | 919 | 1149 |
| Cluster Description | | | | | |
| Loading Points | Mode | Grade | Size | Modulated Price | Evacuation Capacity Under Offer in tes |
| Garjanbahal OCP | Road | G14 | (-100 mm) | 919 | 250000 |
| Kulda OCP | Road | G13 | (-100 mm) | 1003 | 350000 |
| Basundhara West OCP | Road | G13 | (-100 mm) | 1003 | 35000 |

| Cluster Name | Total Cluster Offer in tes | Representative Grade | Representative Size | Modulated Price of Representative Grade | Floor Price |
|---------------------|----------------------------|----------------------|---------------------|---|--|
| Orient | 35000 | G14 | (-100 mm) | 919 | 1149 |
| Cluster Description | | | | | |
| Loading Points | Mode | Grade | Size | Modulated Price | Evacuation Capacity Under Offer in tes |
| HBI UG Mines | Road | G14 | (-100 mm) | 919 | 20000 |
| Orient 1&2 UG Mines | Road | G13 | (-100 mm) | 1003 | 15000 |

Total Offer of All Clusters Included is 20.19 Lakh Tonnes

NB - Balram OCP is offered in this auction under STC slab of 0-3 km

- This price is as per the latest notification from CIL vide letter no CIL/M&S/Price Notification/315 Dated 31.05.2023
- Floor Price is excluding Statutory Charges, STC, etc. which will be charged extra as applicable.
- Sizing Charges shall be charged extra as applicable as per notification.
- All statutory and non-statutory charges as applicable on the day of lifting will be charged.
- Applicable price on the date of dispatch would be variable in line with changes in the CIL notified price of coal, if any.
- In case of revision of grade of any of the source(s) the same will be dealt as per CIL letter:-CIL/S&M: Special E-auction: 547 dtd 13.05.2016

COAL INDIA LIMITED
MARKETING DIVISION
Ground Floor, Coal Bhawan,
New Town, Rajarhat, Kolkata-
700156



TEL : 033 - 2324 6617
FAX : 033 - 2324 4229/4165
E-MAIL : eauction.cil@coalindia.in

Ref No. : CIL/M&S/E-auction/ 297

Date : 04.07.2022

NOTICE

Sub: Revision in the Earnest Money Deposit (EMD) amount in Spot e-auctions

The Earnest Money Deposit(EMD) amount in the Spot e-auctions is hereby revised to Rs. 500/ton.

All registered bidders shall be required to deposit the revised amount of EMD to auction service providers for participation in Spot e-auctions of CIL/Coal companies.

The revised rate shall be applicable in all Spot e-auction events, notified pursuant to issuance of this order.

The relevant clause(s) of existing Spot e-auction scheme of CIL/Coal Companies stand amended accordingly.


General Manager (M&S-Comml.)

Distribution (for **uploading on their respective websites**) :

1. GM (System), CIL
2. The GM/HOD(M&S): ECL/BCCL/CCL/SECL/WCL/MCL/NCL
3. GM, NEC
4. Service Providers: MSTC & Metal Junction

Copy for information to:

1. Director(Marketing)
2. ED(Co-ordination), CIL
3. GM(M&S-Qc/Policy)/GM(M&S-Operation)/GM(M&S-MIS)/HoD(FSA/Linkage)
4. HOD(F-M&S), CIL



COAL INDIA LIMITED
A Maharatna Company
(Govt. of India Undertaking)
COAL BHAWAN
Marketing Division, Ground Floor,
Premises no.04/MAR, Plot AF-II,
Action Area-1A, New Town,
Kolkata- 700156

Phone: 033-2324-6617
Fax: 033-2324-4229
e-mail id: calcimktg4@gmail.com
Website: www.coalindia.in
Corporate ID No. L23109WB1973G01028844

Re: CILS&M: Special E-Auction: 543

Date: 13-05-2016

To
The GM (Sales)
Central Coalfields Limited

Urgent

Dear Sir,

Sub : Policy for continuing supply of coal to buyers under FSA/E-Auction/Forward E-Auction/any other scheme in case of change of grade of the coal seams/difference in grade in the analysis of third party sampling

This refers to note sheet no. 613.N dated 23.04.2016 from CCL for a guideline in case there is a change in the gradation of coal during annual declaration of grades and change in grade based on analysis of third party sampling under several E-auction schemes after completion of bidding process.

In this regard we may follow the following process:

The simple method for computing the price payable by bidder after there is a grade change in annual grading or analysis based on third party sampling will be on the percentage increase over the reserve price of the grade for which e-auction has been actually held. For example, if 45% premium is received over the reserve price of the coal auctioned on G10 grade then in the event of quality slippage to G11 grade, the 'payable price' may be computed taking the reserve price of G11 grade for the applicable sector and applying 45% premium there on. In case of improvement of grade similar approach is to be adopted considering the applicable reserve price of the analysed grade. In case of CPPs, the reserve price is to be taken based on the corresponding price of coal applicable for sectors other than the Power Utilities. (for clarity an illustration is enclosed).

However, a consent from the bidder is to be taken in all cases.

End: As above

Yours faithfully,

General Manager (S&M)

CC:
GM(S&M): ECL/BCCL/CCL/NCL/WCL/SECL/MCL
GM(NEC)

COAL INDIA LIMITED
MARKETING DIVISION
Ground Floor, Coal Bhawan,
New Town, Rajarhat, Kolkata-700156



Annex-I
TEL : 033 - 2324 6617
FAX : 033 - 2324 4229/4165
Email : eauction.cil@coalindia.in

Ref No. : CIL/M&S/Single e-auction/473

Date: 13.12.2022

NOTICE

Subject: CIL E-auction Scheme 2022 for implementation of Single window mode agnostic e-auction policy

In furtherance to CIL notice no. CIL/M&S/Single e-auction/394 dated 22.09.2022 enclosed please find the updated (as on 12.12.2022) 'CIL e-auction Scheme 2022'.

In this respect it may also be noted that the 'Bid Security' amount under 'CIL e-auction Scheme 2022' (clause 2.5 and other relevant clauses) shall be Rs. 500/ton till further notification.

Encl: As above


General Manager (M&S-Commercial)

Distribution to:

- Director (Marketing)
- ED(Co-ordination), CIL
- ED(Marketing & Logistics), CIL
- GM(Systems), CIL- for uploading of notice on CIL's website

Copy to: For uploading in respective website

- GM/HoD(M&S): ECL/BCCL/CCL/NCL/WCL/SECL/MCL/NEC
- MSTC Ltd.
- mJunction Services Limited

TERMS AND CONDITIONS
FOR CIL E-AUCTION SCHEME 2022 (SINGLE WINDOW MODE AGNOSTIC E-AUCTION)

Mahanadi Coalfields Ltd., who is owner/seller of coal, is hereinafter referred to as "Seller" or "Principal" or "MCL" and Mjunction Services Ltd. the Service Provider to conduct e-Auction.

Background: The policy for e-auctioning of coal through a single window mode agnostic offer has been introduced in terms of MoC guidelines circulated vide letter no. CPD-23011/18/2021-CPD dated 21.03.2022 on approval from Cabinet Committee of Economic Affairs (CCEA).

Terms & Conditions

1. Eligibility:

1.1 Any Indian Buyer (viz. individual, partnership firm, companies etc.) can participate in e-Auction for procurement of coal.

1.2 Before the bid is accepted, the bidder shall pay in full all sums of money due to the seller in regard to any previous supply of coal to the bidder. If there are any arrears, the seller shall be entitled not to consider such bids.

2. Registration:

2.1 Before participation in the e-Auction, a prospective Buyer shall be required to get itself / himself registered with the Service Provider appointed by the CIL / Coal Companies for the purpose, by submitting an application in the prescribed format available on the Website of the Service Provider. The application shall be made along with the required documents such as PAN Number, GSTIN Certificate, Passport size photograph, etc. as prescribed by the Service Provider. This one time Registration can be done either online, or at the notified front office(s) of the Service Provider.

2.2 After the registration, all-prospective Buyers will be provided an auto generated "Unique User ID" & a "password" based on which they can log in. Details of the registration process with the Service Provider will be available in their website.

2.3 The Service Provider shall issue "Photo Identity Card" to their registered bidders duly authenticating the identity & signature, indicating a "Unique Registration Number" allotted to them. The "Unique registration number" of the registered Bidders shall be communicated to the Coal Companies by the Service Provider.

2.4 Only one registration will be done against one PAN number. However, based on more than one valid GST registration certificate, more than one registration against a PAN Number can be considered. In such cases, the details of GST number will be indicated in each 'Photo IdentityCard'.

2.5 **Bid Security:** All registered bidders shall be required to submit in advance Bid security in the form of a non-interest bearing deposit at the rate as decided from time to time with service provider for participation in e-auction

Bid Security may be paid upfront by way of e-transfer

or,

The Bidder shall have the option to furnish the Bid Security in the form of Bank Guarantee (BG).

(i) Such BG is required to be submitted separately for each subsidiary to the Service Provider, if the Bidder intends to participate in e-auction for more than one subsidiary.

(ii) The Service Provider shall arrange to send the scanned copy of the BG to the respective Coal Co. through e-mail to expedite taking SFMS confirmation of the BG by the Coal Co.,

(iii) The BG should be drawn on any SFMS enabled schedule Bank located at the HQ of the concerned coal company or such place as specified by the coal company and to be furnished as per the timeline notified by the coal company.

(iv) The validity of BG shall be six months from the date of e-auction initially. It will have to be kept valid throughout the pendency of lifting and to be further extended till discharged/returned by the Coal Company after final settlement of dues if any.

(v) SFMS Confirmation of the BG shall be taken by respective Coal Co. and shall intimate the Service Provider about the same. However, in spite of effort if the coal company fails to get required SFMS confirmation before the scheduled auction date, the bidder shall not be eligible to participate in the bidding and the reason for non-confirmation of BG shall be attributed to the bidders.

(vi) After completion of auction the original BG of the successful Bidders will be sent to concerned subsidiary along with the bid sheet by the Service Providers where supply of coal will start only after payment of the coal value.

(vii) In the event of failure of the Bidder to deposit the coal value for lifting of coal or any other reason as per the scheme the BG will be encashed by the concerned subsidiary.

(ix) BG against which no quantity could be successfully bided shall be returned to the bidder by the Service Provider.

(x) BG format shall be provided by the respective Coal Company.

2.6 **Process Fee:** In addition with the bid security, the Bidders shall also be required to submit a Process Fee, in cash through e-transfer, prior to participation in e-auction at the rate of Rs.20/- per ton for the intended bid quantity, inclusive of applicable taxes, with service provider for participation in e-auction. The Process fee shall be non-refundable to the extent of provisionally

Successful bid quantity in the First stage of bidding process.

27 As long as Bid security & Process Fee (both in the form of cash) is available in the registered buyer's account with the Service Provider, the bidder can participate in e-Auction conducted by any coal company of CIL through the Service Provider. In other words, it may be a global Bid security for participating in e-Auction conducted by the Service Provider. However, such option will not be available in case company wise BG is submitted by the Bidder in place of cash bid security.

28 The bid security and the Process Fee shall have to be deposited by the bidder by 23:59 hrs, of the day prior to the scheduled date of auction for participation. For example: If the auction is scheduled on 23rd March, the bidder can deposit Bid Security & Process fees (both in cash) till 23:59hrs of 22nd March.

3 Notification:

3.4 Coal companies shall notify the event of e-auction, minimum 7(seven) days in advance, through display on the Company's notice board and putting the same on the Coal Company's websites for wide publicity. The program will be intimated to the Service Provider accordingly for hoisting the same on their websites also.

3.5 The auction shall be transport mode agnostic with default mode as Rail. However, coal may be lifted by the bidder through Road mode/other modes depending upon their choice and suitability without paying any additional charges and discount on account of basic price of coal,

The minimum bid quantity shall continue to be 50 tonnes. However, for movement by Rail mode, the bid quantity has to be in multiple of rake fit quantity.

3.6 The Buyer should satisfy itself / himself about the Rake fit stations / destinations from the Railways before participation in e-Auction for movement by rail.

Non-acceptance of the programme, even after the option exercised under extant Railway rules, on account of rake-fit stations / destinations being not accepted by the Railways shall be treated as a failure of the Buyer leading to forfeiture of related bid security.

4 Auction Methodology

4.4 Offer structure

4.4.1 The auction will be held in two stages. First stage will identify the successful bidder through a mode agnostic e-auction process and second stage will settle the mode(s) & source(s) of supply on the basis of seniority of the bid of the first stage and choice of the bidder.

4.4.2 The offer will be provided by the coal company as a cluster of despatch points. The cluster may include one or more CIL Railway loading point(s) and one or more feeding collieries (Road loading points).

The mines, having no transportation arrangement to CIL Railway siding, may be offered as a single source cluster with mode of dispatch by Road. However, the bidder will be free to transport coal through Road-cum Rail mode on his own arrangement and responsibility.

4.4.3 The capacities of each loading point against the cluster offer are also to be indicated in the offer separately. The total capacity of the loading points shall be equal or more than the total offer quantity of the cluster.

4.4.4 Auction will be held in a mode agnostic system for the offer of the cluster on the representative grade and size.

The representative grade of the cluster shall be the lowest grade of the feeding Road despatch points and declared grade of the siding(s) if any.

If the size of the coal offered (Steam/ROM) is identical for all the loading points under the cluster, the same can be used as representative size of the cluster. In case, more than one size is offered within the cluster, ROM may be considered as the representative size.

4.2. Bidding Process:

4.2.1 The registered Bidders shall be required to record their acceptance after login, of the Terms & Conditions of the e-Auction before participation in the actual Bidding Process.

4.2.2 Before participating in e-Auction, Bidders are to satisfy themselves with the quality of coal being offered.

4.2.3 Prospective Bidders are entitled to Bid for the quantity to the extent of amount of Bid Security plus Process Fee (Bid security + Process fee), as applicable, which is available with the Service Provider in the Bidder's account at the time of Bidding.

4.2.4 First stage of bidding:

4.2.4.1 The Buyers while Bidding shall quote their "Bid price" per tonne in Indian Rupee as base price for coal/coal products on FOR/FOB colliery basis, exclusive of other charges like statutory levies, surface transportation charges, sizing/beneficiation charges, taxes, cess, royalty, SED, & any other charges as will be applicable at the time of delivery. These charges as well as freight etc. shall be on the Buyers' account.

4.2.4.2 The Bidder has to Bid for a price equal to or above the Floor price to secure consideration in the concerned e-Auction.

4.2.4.3 The date, time and period of e-Auction as notified in advance including closing time on portal of Service Provider shall be adhered to but for the event of force majeure. However, the closing time of e-Auction will be automatically extended up to last Bid time, plus 5 minutes, so that opportunity is given to other Bidders for making an improved Bid on that item.

4.2.4.3 The Bidder shall offer his Bid price (per tonne) in the increment of Rs.20/- (Rs. twenty) or multiple thereof during the Normal e-Auction period. During the extended period, the Bidder shall offer his Bid price in the increment of Rs.50/- (Rs. Fifty) or multiple thereof

4.2.4.4 While maintaining the secrecy of Bidder's identity, the web site shall register and display on screen the lowest and the highest successful Bid price at that point of time. The system will not allow a Bidder to Bid in excess of his entitled quantity as per the amount corresponding to bid security + process fee. Each bidder is entitled to register single bid for each cluster. However, the bidder may register improved bid at any point of time during the auction.

4.2.4.5 Following criteria would be adopted in deciding the successful Bidders:-

- (a) Precedence will be accorded to the highest Bid price in the descending order (H1, H2, H3 and so on) as long as the offered quantity is available for allocation.

- (b) If two or more Buyers Bid the same highest price, precedence for allotment will be accorded to the Buyer who has placed the Bid for the higher quantity.
- (c) In case two or more Buyers Bid the same price and the same quantity, precedence will be given to the Buyer who has accorded his Bid first with reference to time.

The Bid Seniority of the successful bidders shall also be decided following the above criteria.

4.2.4.6 On completion of the first stage of bidding, the provisionally successful bidder shall be intimated about winning bid quantity, bid price and bid seniority along with the date and time of Second stage of auction process, by the service provider.

4.2.5 Second stage of bidding:

The provisionally successful bidder of first stage shall be provided with a window of 6 hours to register their choice of mode(s) & source(s). In case the cluster contains more than one Rail and/or Road loading points, the bidder shall also be required to register their order of preference of all the loading points for Rail and Road mode.

The provisionally successful bidders of first stage of bidding may register any one of the following choices:

| SI. | Choice | 1st option | 2nd option | Order of preference of Rail loading points | Order of preference of Road loading points of cluster |
|-----|-------------------------------|-------------------|------------|---|---|
| A | No choice (bid < 4000 tonnes) | Road (by default) | | | The order of Road loading points of notification shall be the default of preference |
| | No Choice (bid ≥ 4000 tonnes) | Rail (by default) | | The order of Rail loading points of notification shall be the default of preference | |
| B | Rail | Rail | - | √ | |
| C | Rail/Road | Rail | Road | √ | √ |
| D | Road/Rail | Road | Rail | √ | √ |
| E | Road | Road | - | | √ |

Choice of preference shall not be required if the Cluster is having only one Road Loading point or one Rail loading point

Guideline for submitting choice by bidder:

- a. The bidders registering mode of Choice as Rail only (B above) should have a successful bid quantity in multiple of rake fit quantity (4000 tes). In case the bid quantity is not in multiple of rake fit size and the bidder opt for (B) above, the equivalent Bid Security for the quantity for which rake cannot be formed will stand forfeited.
- b. For the bidder not registering any choice (A above),
 - i. In case bid quantity is 4000 tonnes or more, the default mode will be Rail and order of Rail sources in auction notification shall be considered for allocation. Any quantity not in multiple of Rake load factor shall be liable for forfeiture to the extent of equivalent bid security.
 - ii. In case bid quantity is less than 4000 tonnes, the default mode shall be Road and order of Road sources in auction notification shall be considered for allocation.

- c. The bidders should compulsorily register their order of preference for all the loading points of Rail and Road mode, as the case may be. The same will be ensured by the system.
- d. It is mandatory for the bidder having bid quantity less than 4000 tonnes (rake fit) to register their choice to get preferred order of preference of road loading point, else default Road mode will be considered with order of preference of Road sources of auction notification. Likewise, bidder having bid quantity 4000 tonnes or more and not registering choice in second stage of bidding shall be allocated coal from Rail sources as per order of loading points in auction notification.
- e. Once a bidder submits his choice following the above guideline, Bid Security will not be liable to be forfeited in case coal could not be allotted (wholly/partially) due to non-availability of source-wise offer quantity.

4.2.5.1 On the basis of the bid seniority and the choice of mode and loading points registered by the bidders, the mode of supply of coal along with the source (in case of multiple Rail and Road loading points) will be settled through an algorithm.

4.2.5.2 The logic of the algorithm will be as under:

- Allocation of the quantity loading point wise will be based on seniority of the bid and choice of mode. In case of multiple loading points within a mode the order of Preference of loading points provided by provisionally successful bidder of first stage of auction will be considered. However, the total allocated quantity on any individual loading point shall be to the extent of the capacity of evacuation of that loading point.
- For the customers who would not register any choice, for bid quantity 4000 tonnes or more, Rail mode will be considered as the choice of supply. In case of multiple Rail loading points, the sequence of Rail loading points in auction notification will be considered as the order of preference in such case.

For bid quantity less than 4000 tonnes, Road mode will be considered as mode of supply and sequence of Road loading points in auction notification will be considered as the order of preference in such case.

The allocation of mode and loading points will be done in the following manner

- The bid having the highest seniority will be allocated first considering order of mode and preference of loading points.
- Once the allocation for the senior most bid is made, allocation for the second senior most bidder will be taken up and so on.
- Allocation of individual loading points, both Rail and Road, will be made to the extent of evacuation capacity indicated in the offer.

After the above processes, if some quantity of the bidder remains unallocated, equivalent Bid security will be refunded to the concerned bidder by the service provider.

5 Post e-Auction process:

5.4 Each successful Bidder will be intimated through e-mail I SMS by the Service Provider on the same date after the closure of e-Auction. However, it will be the responsibility of the Bidder to personally see **and** download the result displayed on website, on the same date after close of e-Auction.

5.5 Determination of coal supplying price:

- a) From the bid price, % premium over the notified price of the representative grade shall be derived.
- b) In case the grade of the despatch point is different from that of the representative grade, the percentage premium over notified price of the representative grade will be applied on the notified price of the grade of despatch point to arrive at bid price.
- c) In case Steam coal is allotted for auctions held on the representative size of ROM coal, the % premium derived will also be applicable over the price differential between ROM & Steam coal.
- d) The successful bidder will be depositing the balance coal value (over and above the Bid security submitted) and this will include applicable transportation charge, sizing charge, any other charge.
- e) Although the auction will be held on the representative grade and size, the successful bidder shall be bound to accept coal for any grade and size from the allotted source of the cluster.

5.6 The successful Bidders after the e-Auction will be required to deposit coal value with the concerned Coal Company, within a period of ten working days, after the date of closing of second stage of e-Auction. Ten working days would be reckoned as applicable to the respective Subsidiary Coal companies' office where the payment/ deposit is required to be made.

5.7 Equivalent amount of Bid Security of successful Bidder corresponding to successful Bid quantity, shall be blocked and will be transferred to Coal Company by the Service Provider along-with the Bid sheet in respect of successful Bidders.

5.8 In case there is change in declared grade (due to revision in grade declaration notification) of the dispatch point in the interim period from the date of bidding and date of dispatch, the customer may opt out from taking coal in the changed grade by submitting application within 5 days of such notification.

In case of opt out by the bidder; the equivalent bid security to the extent of proportionate bid quantity from the date of grade notification will be refundable.

6 Terms of payment:

6.4 The coal value to be deposited in advance by the successful Bidders shall be computed and deposited after making provision for the Bid Security amount for the successful Bid quantity already transferred by the Service Provider to the subsidiary Company. In other words, the coal value to be deposited and Bid Security amount together, shall be equivalent to the 100 % coal value.

6.5 Bid Security amount shall not be treated as an adjustment towards the coal value but would remain as a 'Security Deposit' for performance of the Bidders towards completion of the said transaction.

6.6 The above Security Deposit (as converted from the Bid Security amount) would be adjusted as coal value, only after completion of lifting of coal covered under coal value paid, excluding Security Deposit. However, in the event of any default in performance by the Bidder, the provision of forfeiture of the 'Security Deposit' [as converted from the Bid Security (inclusive of taxes)] as stipulated, would be applicable.

6.7 In case of road supplies, once the coal value is deposited by way of e-transfer or Demand Draft /Pay Order, drawn in favor of the concerned Coal Company, along-with the debit advice issued by the Bank, certifying that the DD/pay order has been issued, by debiting the account of the concerned Buyer, Sale/Delivery orders shall be issued within seven days by the Coal Company after encashment of Buyer's financial instrument/receipt of payment.

In case of successful Bidders, if the coal value is deposited for less than the allotted Quantity but not below 50% of the allotted quantity or, 50 tonnes whichever is higher, the Coal Company shall accept the payment for the said amount and forfeit the Bid Security for the failed quantity. However, if the Buyer fails to deposit the coal value for at least 50% of the allotted quantity or 50 tonnes whichever is higher than the entire Bid Security of the allotted quantity shall be forfeited.

6.8 However, a successful Bidder whose allotted quantity is only 50 tonnes will be allowed to deposit coal value for minimum 90% i.e. 45 tonnes within the stipulated period of **10** days without which the amount shall not be accepted. In such event they shall be permitted to deposit the balance fractional amount, limited to 10 % of the total coal value of 50 tonne, within the subsequent period of 3(three) working days. In spite of this, if they fail to deposit full coal value of 50 tonne (minimum Bid quantity), Bid Security for entire 50 tonne shall be forfeited.

6.9 In case of rail borne supplies, there shall be two options available. While submitting program, the Bidder at his option can deposit 100 % BG on the prescribed format from the Buyers own account or else may deposit 100% amount through e-transfer or Demand Draft /pay order, drawn in favour of the concerned Coal Company, along with the debit advice, issued by the Bank certifying that the DD/Pay Order has been issued by debiting the account of the concerned Buyer.

Bank Name:- ICICI Bank Limited
Sambalpur Branch
A/C No 019405004632
IFSC Code – ICIC0000194

6.10 In case of Buyers who have booked their rail programme through BG, a notice for deposition of coal value by way of e-transfer, DD/Pay order, will be displayed on the notice board of the Coal Company, at least three working days in advance before the expected date of offer to the Railways for allotment. The Buyer will be accordingly required to deposit DD/Pay Order along with the debit advice to the tune of BG involved in the programme, within 48 hours of such notice.

In the event of non-deposition of 100% coal value by the Bidder in terms of Clause-6.7 above, the consent given against rake programme will be withdrawn by the Coal Company and Bid Security as per e-Auction scheme will be forfeited.

6.11 The successful buyer shall pay any additional sum which may become payable by the seller under any statutory provision over and above the amount claimed in the invoice. The successful bidder will also be entitled to a refund of the sum of taxes to the seller on account of reduction, if any of the statutory levies claimed in the invoice by the seller, on receipt/adjustment of the said amount by the Seller.

7 Procedure of Coal Delivery

By Road:

7.4 Coal Company shall issue Sale / Delivery Orders to the successful Bidders in terms of Clause 6.4 after realization of payment.

7.5 The validity period to complete lifting of coal by road shall be 45 days from the date of issue of Sale/Delivery Order.

By Rail:

7.6 The seniority of Buyers in case of rail borne supplies shall be guided by the seniority list as provided by the Service Provider based on Buyer's Bids.

7.7 The quantity allotted against each rake is indicative quantity only and delivery shall be made on the basis of actual weightment by the Seller at the loading end.

7.8 The validity period for seeking allotment of rake in case of rail supplies shall be 45 days from the date of issue of consent by the Coal Company. Loading validity of the allotted rakes shall be 90 days from the date of allotment. The rakes which are not loaded within the loading validity will lapse and the Bid Security for the relevant quantity will be refunded. It is clarified that after rakes are sanctioned by Railways and offer is made by Coal Company to Railways, ensuring transport arrangement (rake allotment) as per bid for scheduled loading towards performance of contract is the sole responsibility of bidder. However, after allotment, in case, the allotted rakes are not loaded within the above loading validity, the rake will lapse and the Bid Security for the relevant quantity will be refunded.

7.9 Although loading will be the responsibility of the Coal Company, but to avoid any complaint regarding over-loading, under loading and quality, the Buyer himself or his authorized representative may supervise loading at the loading point. The authorized representative must carry valid authority letter along with photocopy of Identity Card issued by Service Provider.

7.10 Overloading & Under loading:

i) Any penal freight for overloading charged by the Railways for any consignment shall be payable by the Purchaser.

ii) Any idle freight for under-loading below the stenciled carrying capacity, as shown on the wagon, for non-coking coal GCV exceeding 5800 Kcal/Kg and for coking coal Steel Grade I, Steel Grade II, Washery Grade I, Washery Grade II, Semi-coking Grade I, Semi-coking Grade II and washed Coal; below the stenciled carrying capacity, as shown on the wagon, plus two (2) tonnes for all other Grades of Coal shall be payable by the Seller.

iii) Idle freight resulting from under loading of wagon, as per point no. (ii) shall be adjusted in the bills. Idle freight shall be reckoned as:

a) the difference between the freight charges applicable for the stenciled carrying capacity, as shown on the wagon, less the freight payable as per actual recorded weight of coal loaded in the wagon GCV exceeding 5800 Kcal/Kg, Steel Grade I, Steel Grade II, Washery Grade I, Washery Grade II, Semi-coking Grade I, Semi coking Grade II and washed coal : Or

- b) the difference between the freight charges applicable for the stenciled carrying capacity, as shown on the wagon, plus two (2) tones less the freight payable as per actual recorded weight of coal loaded in the wagon for all other Grades of Coal.

7.11 The weighment at the loading end shall be final and binding for all commercial purposes.

8 Refund of Bid Security for Unsuccessful Bidders:-

In case of unsuccessful Bidders, The Bid Security shall be refunded fully/partially by the Service Provider after the auction is over in the following situations on the Bidders request:

- In case the bidder is unsuccessful in the auction
- In case the bidder, successful in first stage of auction, submits his choice & order of preference following the guideline mentioned in 4.2.5 but coal could not be allotted (wholly/partially) due to non-availability of source-wise offer quantity.

However, if no such request is received the Service Provider will retain the Bid Security for participation in e-Auction in future.

9 Forfeiture of Bid Security:

The Bid Security submitted by the successful Bidders will be liable for forfeiture in the following cases: -

9.4 During the bidding process, if the bidder opts for Rail mode only either through 'default' or by choice [option A & B of clause 4.2.5] and the provisionally successful bid quantity (in case of 4000 tonnes or more) of first stage auction is not in multiple of rake fit size, the equivalent Bid Security for the quantity for which rake cannot be formed will be forfeited.

9.5 Deleted.

9.6 If after completion of e-Auction, a successful Bidder fails to make payment for the coal value including all other charges within the stipulated time, the proportionate Bid Security equivalent to the failed quantity shall be forfeited subject to the provisions at Clause 6.4 and/or Clause 6.5 of this document, and/or,

9.7 If the successful Bidders do not lift the booked quantity within the stipulated validity period, the proportionate Security Deposit (as converted from the Bid Security amount) or the applicable BG amount for the unlifted quantity would be forfeited. Forfeitable Bid Security amount can be deducted from coal value also instead of BG encashment, as per choice of bidder.

In case of Road mode, forfeiture shall be made only if the balance Unlifted Quantity is equal or more than a Truck Load i.e. 9 or 10 tonnes as applicable.

Such forfeiture, however, would not take place if the Coal Company has failed to offer full or part of the successful Bid quantity within the validity period. In such cases again, no forfeiture would take place if the balance quantity is less than a truck load/rake load.

9.8 If the Buyer cancels the order/Rake after booking, the applicable Bid Security or the applicable BG amount shall be forfeited for the rake/order cancelled.

9.9 After rakes are sanctioned by Railways and offer is made by Coal Company to Railways, ensuring transport arrangement (i.e. rake allotment) as per bid for scheduled loading towards performance of contract is the sole responsibility of bidder and any failure regarding allotment of rake will lead to forfeiture of bid security.

10 Refund of Coal value:

The balance coal value of the unlifted quantity after the expiry of the validity period for supply of coal and completion of required commercial formalities shall be refunded subject to forfeiture of Bid Security if required, in terms of the forfeiture clause as above.

11 General Terms & Conditions:

11.4 The coal procured under e-Auction is for use within the country and for Export. However, in case of export the onus of complying any law/government rule/regulation/statutory guideline regarding export of coal shall lie only with the buyer/exporter.

11.5 All terms and conditions of Scheme are subject to force majeure conditions as applicable.

11.6 Bidders must always ensure to keep their email address valid. In any case Buyers cannot be absolved from fulfilling the responsibility of compliance of any of the terms and conditions herein including payment terms due to non-receipt of emails from the Service Provider.

11.7 Bidders must be extremely careful to avoid any error in Bidding (whether typographical or otherwise) and they are fully responsible to check and rectify their Bid before submitting their Bid into the live e-Auction floor by clicking the "Bid" button. During the auction if the incremental Bid price is more than 50% of the immediate preceding Bid price, then the system will seek a re-confirmation from the Bidder before the Bid is registered.

11.8 There is no provision for Bidding in decimals. The Bidder shall be solely responsible for all consequences arising out of the Bid submitted by him (including any wrongful Bidding by him) and no complaint /representation will be entertained by the Service Provider/Coal Company in this regard.

11.9 The decision of the Director-In-Charge of Marketing of CIL / Coal Company in matters related to this e-Auction shall be final and binding on the Bidders / Buyers.

11.10 Deleted

11.11 Refusal on account of non-suitability and /or sub-standard quality for the allotted quantity of coal shall not be acceptable. Notwithstanding above the buyers will have the option of third party sampling facility as detailed below:

11.11.1 The Third Party sampling facility shall be extended as an option to the buyers.

11.11.2 Notwithstanding anything to the contrary contained herein, the Buyer shall be required to give his option on whether he proposes to avail third party sampling in accordance with the terms hereof or not during bidding at the e-auction platform. Such information shall be provided by the Service Provider to the respective Coal Co. along with the bid sheet.

11.11.3 Buyers opting for third party sampling can avail such facility as per following conditions:

(i) The facility shall be extended at the Delivery Point only and such third party sampling shall be undertaken throughout the period of lifting in accordance with the procedure for third party sampling for non- power sector as per Schedule I of this scheme.

(ii) If for any reason whatsoever, the third party sampling opted but cannot be conducted in accordance with the procedure for third party sampling for non- power sector as per Schedule I, Sampling and analysis to be carried out by the Seller in presence of the purchaser at the Delivery Point in accordance with the modalities for joint sampling as noted in Schedule I. However, failure

of the purchaser to be present will not invalidate or be a ground for disputing the sampling and analysis carried out by the seller.

(iii) If for any reason whatsoever, the third party sampling/sampling by Seller cannot be conducted in accordance with the procedure for sampling for non - power sector as per Schedule I, the supplies will be treated in the manner as in case of buyers not desirous of third party sampling.

(iv) Buyers opting for third party sampling shall submit a financial coverage towards upgradation of coal arising out of third party sampling for the amount decided by the Coal Co. considering the likelihood of upgradation as per third party sampling based on available trends.

Such financial coverage shall be provided as following depending on whether Bid Security has been submitted in the form of cash or BG.

(v) If Bid Security in the form of cash

(a) Coal value shall be deposited considering the Bid Security amount i.e. coal value to be deposited and Bid Security amount taken together shall be equivalent to the 100% coal value as per clause 6.1 of the scheme.

(b) The differential amount as mentioned in 11.8.3(iv) above shall be furnished by Demand Draft/Pay order/e-transfer, referred to as cash prior to signing of tripartite agreement.

(vi) If Bid Security in the form of BG

(a) In case of submission of Bid Security in the form of BG, the successful bidder shall deposit the applicable coal value without any adjustment of Bid Security as per clause 6.1.

(b) No additional financial coverage shall be required if the amount of BG for Bid Security covers the differential amount as per 11.8.3(iv)

(c) In case of shortfall in financial coverage as per 11.8.3(iv) for availing third party sampling, BG or cash shall be furnished over and above the BG amount for Bid Security.

(d) SFMS confirmation shall be taken by the respective coal company. In case of any default in the BG/non receipt of SFMS confirmation of BG, the concerned buyer shall not be allowed the third party sampling facility for supplies against the relevant e-auction event.

(e) BG furnished for financial coverage towards third party sampling results and also the BG for Bid Security used as financial coverage for third party sampling results shall be for minimum six months initially. It will have to be kept valid throughout the pendency of lifting and to be further extended till discharged/returned by the Coal Co. after final settlement of dues if any.

(vi) The Buyer shall also provide an indemnity bond (format as per schedule II), indemnifying that shortfall in payment if any arising out of result of third party analysis shall be paid within 2 working days of such demand by the coal company.

(viii) Coal Company would be entitled to realize any outstanding amount from any other

Coal supply /payment etc. of the Bidder from any of the subsidiaries of CIL including NEC or by any other means whichever is available to the coal company.

(ix) For availing the facility of third party sampling signing of tripartite agreement as per format available with Coal Company and other required formalities shall be required to be completed within a period of ten working days, after the date of closing of e-auction. Ten working days would be reckoned as applicable to the respective Subsidiary Coal Company's office.

(x) 50% share of the cost of third party sampling shall be borne by the purchaser in terms of the tripartite agreement. Such payment shall be made by the purchaser directly to the third party agency.

(xi) Where the third party sampling and analysis is undertaken and the same leads to variations in grade via-a-vis declared grade as on the date of lifting, the adjustment/payment byway of debit/credit note shall be done in the following manner: -

(xii) The initial invoice shall be raised based on declared grade and notified price at the time of lifting plus percentage premium over notified price of representative grade of cluster. This invoice shall be subject to adjustment pursuant to third party sampling analysis.

In case the analysis result is different from the declared grade, the bid price shall be calculated by applying the percentage premium (over notified price of the representative grade of the cluster arrived in the auction) on the notified price of the revised grade of despatch.

The differential amount between initial invoice and the payable amount after third party sampling analysis shall be adjusted/paid through debit/credit note as the case may be within seven days after reconciliation of final results.

In case of issue of Debit note, the differential price with all applicable taxes and levies shall be payable.

In case of issue of credit note, adjustment/refund of differential price along with Goods & Services Tax (GST) shall be made as applicable. Any credit in respect of other taxes and levies, be adjusted/refunded if and when received by the Seller.

11.11.4 Notwithstanding the above, it is clarified that in case of coking coal, if pursuant to the third party sampling by a Third Party Agency, the test results establish that the Grade of Coal supplied falls outside the categorization stipulated in Table of the notification dated 24th January, 2019 issued Ministry of Coal or as modified from time to time, then the supplied coal shall be deemed to be non-coking coal. Such non-coking coal shall be graded on GCV bands and the grade for such non-coking coal shall be established on the GCV band within which it falls.

11.11.5 Bidders who did not opt for third party sampling at e-auction platform would not be entitled to avail the said facility at any time during the period of lifting under the said e-auction event.

11.11.6 Notwithstanding anything to the contrary contained herein, in the event that the Purchaser does not opt for third party sampling, it shall be obligated to pay, throughout the period of lifting, the applicable bid price and the other applicable charges in respect of the

allocated Grade of Coal and shall not, in any way be entitled to benefit from or rely on the results of third party sampling availed by any other purchaser of Coal.

11.9 Coal Company / Service Provider reserve the right to cancel the sale of coal under this e-Auction from any source / location in part or whole at any stage at its sole discretion without assigning any reason thereof and no party shall have any right whatsoever to raise any claim in that regard on that count.

11.10 CIL/Coal Company reserves their rights to amend/modify and revise the terms and conditions contained herein in full or in part at any point of time and no party shall have any right whatsoever to raise any claim in that regard on that count.

11.11 While the sale under e-auction is independent both parties shall be entitled to claim and recover from the other any excess or differential tax and statutory levies as provided in Clause 6.9 at any time within a period of 3 years from the date on which the sum becomes recoverable. Both parties shall have a lien on any sums of money belonging to the other, which may come to their possession or control to the extent of the sum recoverable from the other.

11.12 In the event of any dispute, Bidder / Buyer is necessarily required to represent in writing to the General Manager/HoD (Marketing & Sales) of the concerned Coal Company, who would deal with the same in a period of one month from such representation. Thereafter, if required the matter be determined by the Director-In-Charge of Marketing of the concerned Coal Company. Any interpretation of any clause of this will be subject to clarification by CIL, which will be deemed as firm and final.

11.13 Revision of bid price (payable price) in case of revision in notified price of bid grade of coal/change in grade shall be as per grade declaration.

11.13.1 The following modalities for charging the price in the event of change in grade/Change in notified price after bidding:

(i) In case of revision in declared grade of supply due to re-gradation after the auction, the bid price shall be calculated by applying the percentage premium (over notified price of the representative grade of the cluster arrived in the auction) on the notified price of the revised grade of despatch.

(ii) In case there is a change in notified price due to revision in price notification after the auction, the bid price shall be higher of the (a) & (b) below:

(a) bid price calculated by applying the percentage premium (over notified price of the representative grade of the cluster arrived in the auction) on the revised notified price of the supplying grade.

(b) bid price calculated by applying the percentage premium (over notified price of the representative grade of the cluster arrived in the auction) on the pre revised(original)notified price of the supplying grade.

11.13.3 In case of any increase in bid price due to revision of notified price as explained above, the bidder shall deposit within the time notified by Coal Co. The additional amount for the balance quantity pending to be delivered as on the effective date of revision. In case of non-

receipt of the additional amount from the Bidder, the quantity to be dispatched shall be reduced to the extent of dues and Bid Security shall be forfeited towards such reduced quantity.

11.13.4 Any differential taxes arising out of revised bid/notified price shall be payable by the Bidder.

11.14 The buyer shall be responsible for compliance of e-way bill for which the required information shall be provided by the respective coal company.

11.15 Compliance of all laws/rules/regulation by any authority shall be responsibility of Buyer and coal company/CIL shall remain fully indemnified in this regard under any circumstances.

BANK GUARANTEE FORMAT
FOR BID SECURITY CUM SECURITY
DEPOSIT

(Refer Clause 2.5 of CIL E-auction
Scheme2022)

On Rs. 500/-Non judicial Stamp Paper

Date of Issue:.....

Effective Date:.....

Expiry Date:.....

Value of B.G:.....

1. [The Chairman-cum-Managing Director,
[Name of Subsidiary Coal Company],
[Address of Subsidiary Coal Company]
2. [The General Manager (Marketing & Sales),
[Name of Subsidiary Coal Company],
[Address of Subsidiary Coal Company]

In consideration of the offer for coal through CIL E-auction Scheme 2022 by _____(Name of the Subsidiary Coal Company) having its Registered Office at _____(regd. address of the subsidiary Company) and Sales Office at _____(address of the sales office of the subsidiary Company) (hereinafter referred to as 'Seller', which expression shall unless excluded by or repugnant to the subject or context, include its legal representatives, successors and permitted assigns, M/s _____(Name of the Company/ Partnership firm/ Proprietor) having its registered office at _____(address of the Company /Partnership firm/ Proprietor) (hereinafter referred to as the "Bidder" initially and once succeeded in the Bid referred to as "Purchaser" which term shall unless excluded or repugnant to the subject or context include its legal representatives, successors and permitted assigns in case of Company being required to furnish Bid Security for the purpose of participating in the Bid and the said Bid Security to be converted to Security Deposit and maintained with the Seller, once successful in the said Bid as per the terms of the CIL E-auction Scheme 2022.

We, _____(Name and address of the Bank), having its Head Office at

_____ (Address of the Head Office of the Bank) (hereinafter called the Guarantor, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby irrevocably and unconditionally guarantee and undertake to pay Seller or such other place or places as may be directed by the Seller all amounts payable by the Purchaser to the extent of Rs . _____/-(Indian Rupees _____) at any time upto _____

_____ (date that is 06 (Six) months from the date of issue of the Bank Guarantee) subject to the following terms and conditions:-

- 1) The Guarantor shall pay to the Seller on demand and without any demur, reservation, contest, recourse or protest and/ or without any reference to the Bidder/ Purchaser. As to whether the occasion or ground has arisen for such demand, the decision of the Seller shall be final.

- 2) The Seller shall have the fullest liberty without reference to the Guarantor and without affecting this guarantee to postpone at any time or from time to time the exercise of all or any of its powers and rights under arrangement made with the Bidder/ Purchaser, and the Guarantor shall not be released from this guarantee by any arrangement between the Seller and the Bidder/ Purchaser or any alteration thereof made with or without the consent of the Guarantor or by exercise or non-exercise by the Seller of all or any of its powers and rights against the Bidder/ Purchaser, or any other forbearance, act of omission on the part of the Seller or indulgence granted by or on behalf of the Seller to the Bidder/ Purchaser, which under the law relating to surety ship would but for this provision have the effect of releasing the Bank as Guarantor from their obligations under this guarantee.
- 3) The guarantee herein contained shall not be determined or affected by the winding up or insolvency of the Bidder/Purchaser, but shall in all respects and for all purpose be binding and operative until all monies due to the Seller in respect of all liability or liabilities of the Bidder/ Purchaser are fully paid.
- 4) It is also agreed that Seller will be entitled at its option to enforce this guarantee against the Guarantor as principal debtor in the instance notwithstanding any other security or guarantee that the Seller may have in relation to the Bidder/ Purchaser's liability.
- 5) The Guarantee will remain valid for a period of Six (6) months from the date hereof and to such further period, as may be required and agreed by the Parties and agreed by the Guarantor before the expiry of the aforesaid validity.
- 6) The Guarantee shall cover all claims or demand of Seller to the extent of the amount guaranteed.
- 7) Notwithstanding anything contained, the liability of the Guarantor under this Agreement is restricted to Rs. _____/-(Indian Rupees _____), and the same will remain in force upto and including the day of_(date that is Six (6) months from the issue of the Bank Guarantee) and to such further period, as may be required and agreed by the Parties and agreed by the Guarantor before the expiry of the aforesaid validity.
- 8) This guarantee can be enforced by Seller any time for their claims or demand to the total extent of Rs. _____/-(Indian Rupees _____), as long as it remains in force.
- 9) Unless a demand or claim under this guarantee is received by the Guarantor in writing within the period mentioned in clause 5 and 7 hereof, all rights of the Seller under this instrument shall be forfeited and the Guarantor shall be relived or discharged from all liabilities.
- 10) The guarantee is operative at our _____ (name and address of the branch) Branch, Sambalpur (Place).
- 11) This guarantee shall not be discharged due to the change in the constitution of the issuing bank.
- 12) The bank has under its constitution power to give guarantee and Shri _____ who has signed on behalf of the bank has authority to do so.

The Postal address, Telephone No., Fax No. and E-mail address of both the outstation bank issuing the bank guarantee and local operating branch are as follows:

Postal address of the outstation bank issuing the guarantee:

Telephone No. of the outstation bank issuing the guarantee:

Fax No. of the outstation bank issuing the guarantee:

E-mail address of the outstation bank issuing the guarantee:

Postal address of the local operating branch in Sambalpur:

Telephone No. of the local operating branch in Sambalpur:

Fax No. of the local operating branch in Sambalpur:

E-mail address of the local operating branch in Sambalpur:

Signature of the Bankers With
date & Rubber Stamp.

