# Special Terms & Conditions of Spot e-Auction
# (EA No-25-26/23803, Dt. 07.08.2025 from 01:00 PM to 04:00 PM)

**Objective:**
OCPL (Orissa Coal and Power Limited) is a State PSU of Government of Odisha operating Manoharpur Coal Mine in Sundergarh District of Odisha. OCPL intends to sell its surplus coal in the open market through e-Auction mode commensurate with applicable guidelines of Govt. of India for captive coal blocks. The purpose of e-Auction is to provide equal opportunity to purchase coal through single window service to all intending buyers.

In these terms and conditions OCPL is referred to as the seller. Buyers & Bidders used in the following paragraphs mean the one and same.

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

**2. Registration:**
2.1 Before participation in the e-Auction, a prospective buyer shall be required to get itself/himself registered with the website https://www.mstcecommerce.com/auctionhome/ocpl/index.jsp) of MSTC Limited by submitting an application in the prescribed format available on the website alongwith applicable registration fee. Registration can be done online only. During the registration process, the bidder's email and mobile number shall be validated through OTP (One Time Password).

2.2 After the registration, all-prospective Buyers will have an self-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 the website.

2.3 Upon successful registration, each buyer shall be issued a 'Photo Identity Card' duly authenticating the identity & signature, indicating a 'Unique Registration Number' allotted to the buyer.

2.4 **Pre Bid Earnest Money Deposit (EMD):** All interested registered buyers shall be required to deposit in advance non-interest bearing EMD of Rs.150 per MT for all grades of coal.
The MSTC Ltd shall collect pre-bid non-interest bearing EMD from the prospective bidders to enable them to participate in the e-auction. The EMD amount shall be displayed lot wise for each lot against respective grade. The pre-bid EMD amount needs to be paid by the participating buyers through MSTC's e-commerce portal through below mentioned link provided in the buyer account.
In order to participate in bidding for lots which require pre bid EMD, the bidder is required to have sufficient balance in the EMD wallet provided to the bidder for the purpose. A bidder can add money to its EMD wallet anytime through e-payment mode only and by following the link Pay Pre Bid EMD provided in the dashboard. Bidders in their own interest are advised to keep sufficient balance in their EMD wallet to bid in any auction and avoid any last minute hiccup. MSTC/Seller shall not be responsible for any delay in crediting of the money in MSTC's bank account due to any reason resulting in delay in updating the EMD wallet of the bidder.

**Bidders after successful login will get three new links at their homepage as:**

**Pre-Bid EMD must be paid by the bidder (NEFT/RTGS) through "Pay Pre-Bid EMD"link. The buyer should check the EMD Ledger link after making the payment and the same amount should be reflected in this link.**

**For Refunds, Bidders need to request through the link EMD Refund Request. Refund to bidder as per their online request will also be processed on the next working day.**

| | |
|---|---|
| STEP1 | Log in with your Buyer User ID and Password at: https://www.mstcecommerce.com/auctionhome/index_new.jsp |
| STEP2 | Click on the Pay Pre-Bid EMD link. |
| STEP3 | Choose the bank (BOB/Axis Bank/SBI) to generate the MSTC Fixed Account Number for NEFT/RTGS payment of the Pre-Bid EMD, then click GENERATE MSTC FIXED ACCOUNT NO. |
| STEP4 | Make the Pre-Bid EMD payment using NEFT/RTGS to the Fixed AccountNumber generated for the logged-in buyer.<br>If the EMD ledger is not updated with your payment by the next day, please send the transaction details to: rmahesh@mstcindia.co.in |
| Important Note | *Each bidder has been assigned a specific Virtual Account number. Same can be re-used by the bidder any number of times. Only the amount needs to be changed by the bidder while making the payment (based on their requirement).*<br>*When a bidder clicks on the Pay Pre-Bid EMD link, they are redirected to a page where they can generate a Fixed VAN. Currently, MSTC offers this service through three banks: Bank of Baroda, Axis Bank, and SBI.*<br>*Bidders can generate VANs for one or more of these banks and add them to their beneficiary list for future pre-bid EMD payments. They can make multiple transfers using the same Virtual Account Number without needing to generate a new challan or add a beneficiary each time.*<br>*Additionally, the IMPS payment mode allows for instant credit and automatic buyer ledger updates.*<br>*Each bidder receives unique Virtual Account Numbers for Bank of Baroda, Axis Bank, and SBI.*<br>*This Fixed VAN facility is exclusively for Global Pre-Bid EMD payments* |

**3. Notification:**

3.1 OCPL shall finalize schedule of e-Auction for sale of coal and notify through the website of MSTC Limited for information of interested bidders. Interested bidders are advised to regularly visit the website of MSTC Limited for getting information of upcoming e-Auctions. Normally, notification for upcoming e-Auctions shall be published seven days before the date of e-Auction.

**4. Bidding Process:**

4.1 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 Before participating in e-Auction, bidders are to satisfy themselves with the quality of coal being offered from a source.

4.3 Prospective Bidders are entitled to bid for the quantity to the extent of amount of EMD which is available with MSTC Limited in the bidder's account at the time of bidding.

4.4 The Buyers while bidding shall quote their 'Bid Price' per tonne in Indian Rupee as base coal price 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.

4.5 The bidder has to bid for a price equal to or above the reserve/start/floor price to secure consideration in the concerned e-Auction. The reserve/start/floor price shall be the notified coal price in "National Coal Index" prevailing at the time of e-auction notification.

4.6 The date, time and period of e-Auction as notified in advance including closing time on portal of MSTC Limited 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 8 minutes, so that opportunity is given to other Bidders for making an improved Bid on that item.

4.7 The Bidder shall offer his Bid price (per tonne) in the increment of Rs.10/- (Rs. ten) 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.20/- (Rs. twenty) or multiple thereof.

4.8 While maintaining the secrecy of Bidder's identity, the web site shall register and display on screen the lowest successful Bid price at that point of time. The system will not allow a Bidder to Bid in excess of its entitled quantity as per its EMD. However once a Bidder is out-bided by another (in part or full) the particular Bidder shall become eligible for making an improved Bid.

4.9 Following criteria would be adopted in deciding the successful bidders:
Higher price shall be accorded preference over lower prices for provisional allocation during the e-Auction.

Till the offered quantity is exhausted, bidders quoting price equal to or higher than the reserve/start/floor price shall be allocated its bid quantity.

Once the offered quantity is exhausted, in order to allocate coal to a bidder quoting higher price than bid price at which some quantity has been provisionally allocated at that point of time, allocated coal shall be de-allocated from bidders having provisional allocation at lower price(s) starting with the lowest price at that point of time and progressively moving up to higher prices. If two or more bidders have provisional allocation at the same price, de-allocation shall take place in ascending order of provisionally allotted quantity till bidder quoting the higher price is allocated its bid quantity. In case two or more bidders have the same allocated quantity at the same price, then de-allocation, if needed, shall be done giving preference to bidder who quoted the bid earlier than the others which resulted in such allocation.

4.10 All allocations shown during to the bidders during e-Auction are provisional.

4.11 Minimum Bid Quantity in e-Auction is 10000 tonnes. Incremental Bid Quantity shall be in multiples of 1000 tonnes. No allocation below 10000 tonnes per bidder shall be made.

**5. Post e-Auction process:**

5.1 Each successful bidder will be intimated through e-mail by MSTC Limited 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.

5.2 The successful bidders after the e-Auction, will be required to deposit coal value minus the EMD for the allocated quantity directly to OCPL within a period of ten (10) calendar days (Excluding the date of closing of e-auction) after the date of closing of e- Auction. It is the responsibility of buyer to intimate the payment details to MSTC dealing officer (rmahesh@mstcindia.co.in) after remittance of coal value to OCPL account.

5.3 Equivalent amount of EMD of successful bidder corresponding to successful bid quantity, shall be blocked and will be transferred to OCPL by MSTC Limited along-with the sale order in respect of successful bidders.

**6. Terms of payment:**

6.1 The coal value to be deposited in advance by the successful bidders shall be computed and deposited after making provision for the EMD amount for the successful bid quantity already transferred by MSTC Limited to OCPL. In other words, the coal value to be deposited and EMD amount together, shall be equivalent to the 100% coal value.

6.2 Payment towards coal value is to be made to OCPL directly only through electronic fund transfer method as per the following details.

Beneficiary Name: M/s Odisha Coal and Power Limited Beneficiary Account Number: 380805010000246 ,
IFSC Code: UBIN0579289
Beneficiary Bank Name: Union Bank of India, LCB, Bhubaneswar Branch,

On receipt of the payment, Delivery Orders shall be issued within three calendar days by OCPL/MSTC.

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, 1000 tonne whichever is higher, OCPL shall accept the payment for the said amount and forfeit the EMD for the failed quantity. However if the buyer fails to deposit the coal value for at least 50% of the allotted quantity or 1000 tonnes, whichever is higher, then the entire EMD of the allotted quantity shall be forfeited.

6.3 DEFAULT IN PAYMENT OF BALANCE PAYMENT: In case of default in payment of the balance sale value incl taxes and duties within the prescribed time limits, the due payment may be made together with late payment charges @ 1% per week or part thereof calculated on the balance sale Value incl. taxes and duties for a maximum period of two weeks. However, this shall not confer any right to the Bidder to make any Late Payment of Balance Sale Value or applicable Duties and Taxes and MSTC/Seller reserves the right not to accept the payment of the Balance Sale Value with or without additional charges after expiry of due payment time as mentioned above. If the buyer fails to pay the balance material value along with applicable Duties and Taxes & late payment charges within above mentioned due date, then Pre bid EMD/SD of particular lot will stand forfeited automatically."

Break-up of charges towards coal value:

In addition to the bid value quoted by the bidder, other applicable charges are given below.

| Sl No | Type of Charge | Applicable Rate **(for G-14 Grade Coal)** |
|---|---|---|
| 1 | Crushing / Sizing | Rs 87 per tonne (for -100 mm size coal) |
| 2 | Evacuation facility charges | Rs 60 per tonne |
| 3 | Surface Transportation Charges | Rs 109 per Tonne |
| 4 | User Fee | Rs. 1 per Tonne |
| 5 | Royalty | @ 14 % of bid value |
| 6 | NMET Royalty Central | @ 2% of Royalty |
| 7 | DMF Royalty State | @ 10% of Royalty |
| 8 | Additional Royalty (as per Mineral Concession AmendmentRules-2021) | @ Rs. 179.9 per Tonne |
| 9 | GST | 5% |
| 10 | State compensation cess | Rs 400 per tone |
| 11 | TCS | @ 1% |

**Disclaimer: The above charges or as applicable from time to time shall have to be paid by the bidder.**

**7. Procedure of Coal Delivery**

**By Road :**

7.1 OCPL shall issue Sale/Delivery Orders to the successful bidders after realisation of payment. The Buyer has to submit the option before the issue of the Sale/Delivery Order for movement of the coal 'within state' or 'outside state' and the Sale/Delivery Order would indicate the same accordingly. However, the challan issued by OCPL shall indicate the destination.

7.2 The booked quantity has to be lifted within 60 days from the date of issuance of contract.. No extension of validity will be allowed in any case. It is the responsibility of buyer to intimate the payment details to MSTC dealing officer (rmahesh@mstcindia.co.in) after remittance of coal value to OCPL account for issuance of Delivery Order by MSTC.

**8. Refund of EMD for Unsuccessful bidders:**

In case of unsuccessful bidders, EMD shall be refunded by MSTC Limited after the auction is over, on the bidder's request. However, if no such request is received MSTC Limited will retain the EMD for participation in e-Auction in future.

**9. Forfeiture of EMD :**

The EMD submitted by the successful Bidders will be liable for forfeiture in the following cases :

9.1 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 EMD equivalent to the failed quantity shall be forfeited and/or

9.2 If the successful bidders does not lift the booked quantity within the stipulated validity period, the proportionate Security Deposit @ Rs.150/- per tonne (as converted from the EMD amount) for the unlifted quantity would be forfeited. Such 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 OCPL 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.

**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 EMD, if any, in terms of the forfeiture clause as above. For getting refund from OCPL, buyers shall have to follow the procedure of refund as prevalent in OCPL.

**11. General Terms &Conditions:**

11.1 The coal procured under e-Auction is for use within the country and Not for Export.

11.2 All terms and conditions of sale under this e-Auction are subject to force majeure conditions as applicable.

11.3 Bidders must always ensure to keep their email address valid. In any case Buyers can not 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 MSTC Limited.

11.4 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.

11.5 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.

11.6 The decision of the Competent Authority of OCPL in matters related to this e-Auction shall be final and binding on the bidders/Buyers.

11.7 Quantity mentioned in notice are only indicative and may undergo a change depending on factors like actual production of coal, bottlenecks in coal transportation etc.

11.8 Coal is offered by OCPL under this e-Auction on “as is where is” and “no complaint” basis. Bidders are advised to do proper due diligence about quality, quantity, delivery point and other issues before participation in the e-Auction. There will not be any joint/third party sampling facility extended to any buyer. Refusal on account of non-suitability and/or sub-standard quality for the allotted quantity of coal shall not be acceptable.

11.9 OCPL / MSTC Limited 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 OCPL / MSTC Limited 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.

11.12 In the event of any dispute, Bidder/Buyer is necessarily required to represent in writing to the CEO of OCPL who would deal with the same in a period of one month from such representation. Thereafter, if required the matter may be determined by CEO, OCPL. Any interpretation of any clause of this will be subject to clarification by OCPL, which will be deemed as firm and final. All disputes arising out of this scheme, or in relation thereto in any form whatsoever shall be dealt exclusively by way of arbitration in terms of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted at Bhubaneswar at a place to be notified by OCPL. The arbitrator shall be appointed by the CEO, OCPL upon written request in this behalf. The award rendered by the Arbitrator shall be final and binding on the parties.

11.13 The General Terms and Conditions (GTC) and Buyer Specific Terms and Conditions (BSTC) as available on MSTC's website shall be read alongwith these Special Terms and Conditions and shall govern the e-Auction. In case of any contradiction in terms, the Special Terms and Conditions shall prevail. By submitting a bid in the e-Auction, a bidder expresses its unconditional acceptance of GTC, BSTC and these Special Terms and Conditions.

11.14 Bidders shall have to participate in the e-Auction at their own cost and arrangement. OCPL/MSTC Limited shall not be responsible for any disruption of bidding facility including but not limited to internet connectivity or any other issue at bidder's end. In case of any technical glitch happening at MSTC's server end causing disruption in auction process, MSTC Limited may either extend the closing time of such e-Auction or cancel the e-Auction at its sole discretion. No bidder shall have any right to claim any compensation from OCPL/MSTC Limited for such cancellation or extension of e-Auction.

11.15 Bidders shall comply with all the requirements of Dept. of Steel and Mines, Govt. of Odisha for purchase and transportation of coal from OCPL.

11.16 OCPL reserves the right to debar the bidder from participating in future auctions if the agency fails to lift the Coal from stockyard within the stipulated time.

**11.17 Court jurisdiction Bhubaneswar.**

**11.18 In case of default in timely lifting owner will debar further participation, forefeit corresponding EMD and hold release of statutory advance payments made to govt till end of reconciliation process.**

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**Annexure-A**

## DOCUMENTS TO BE SUBMITTED TO OCPL FOR DELIVERY OF COAL

The following are the list of documents required from H1 bidders for taking delivery of Coal from OCPL.

1- Covering Letter (As per Annexure-B) with relevant documents

2- Letter of Authorization (As per Annexure-C) for local Agent with valid id proof/photograph and Signature

3- Valid Form D (incorporating Manoharpur coal mine as fuel/coal source)

4- Transporter Details (i.e. License, Certificate of Registration, Form 2, Form - A etc.)

5- A letter of Authorization for lifting of coal by the Transporter (As per Annexure-D)

**Annexure-B**

Letter No: Date:

**The Mines Manager**
Manoharpur Coal Mine
Odisha Coal and Power Limited
Hemgir, Sundargarh, Odisha

**Application for Release of _Tonne of Coal by Road**

Sir,

We have been declared as a successful bidder for purchase of coal through the e-Auction conducted by the MSTC Ltd. dated 13-01-2022. The details of our organization are given under.

- Name of the Company :
- Name of Contact Person :
- Phone Number :
- Email Id :
- MSTC Buyer No. :
- Registered Mining Circle :
- i3ms registration number :
- Address
  - For Correspondence :
  - For Coal delivery destination :
- PAN Number :
- GSTIN :
- Allotted Quantity/Size of coal :
- Bid Price :
- Valid proof of Payment/Fund Transfer, UTR No. _, Date: - , Amount - .

**Declaration:**

We solemnly declare that the Quantity of Coal allotted to us through the e Auction shall be used for our own consumption at the destination/factory site mentioned above and will not be sold/transferred without prior permission of OCPL. We shall abide all the Rules and Regulations for sale and purchase of coal.

We now request you to kindly release the coal at the earliest.

Thanking you.

Authorized Signatory

Enclosures:

1. Letter of Authorization of our local Agent for collection/submission of documents at your office and coordination at your weigh bridges.
2. Form 27 (C) (if applicable)
3. Valid Form D, incorporating the Manoharpur coal mine as a source of coal/fuel.

Annexure-C

Letter No: Date:

**The Mines Manager**
Manoharpur Coal Mine
Odisha Coal and Power Limited
Hemgir, Sundargarh, Odisha

**Letter of Authorization**

Sir,

We do hereby authorize the following person/s to receive and submit the relevant documents at OCPL and lift coal from Manoharpur coal mine on our behalf, whose signature and photograph are given below:

| Sl. N. | Name of the Person/Aadhar Number | Photograph | Specimen Signature |
|---|---|---|---|
| 1 | | Affix Passport Photo of the person | |
| 2 | | | |

Thanking you.

Yours faithfully,

Authorized Signatory

Encl:

1. Attested copy of Aadhar Card of the above person.

Annexure-D

Letter No: Date:

**The Mines Manager**
Manoharpur Coal Mine
Odisha Coal and Power Limited
Hemgir, Sundargarh, Odisha

**Letter of Authorization for lifting and Transportation of Coal**

Sir,

We here by Authorize M/s (Registration no._ ) to coordinate at OCPL in connection with placement trucks and lifting/transportation of Tonne of Coal from your mine to our plant at . The route of coal transportation shall be _.

Thanking you.

Yours faithfully,

Authorized Signatory

Enclosures:

Attested Copy of:

1- Certificate of Registration under Carriage of Road Act and Carriage by Road Rules (Form-2)
2- Copy of Form A, Transporting Agent's Registration Certificate