

**Terms & Conditions of Special Forward e-Auction Scheme for Power Producers for the year 2017-18.**

**Objective:**

The Special Forward E-Auction scheme is aimed to make an earmarked quantity of coal available for supply through e-auction to all Power Producers.

**1. Eligibility & Price:**

1.1 All power producers, other than Captive Power Plants (CPPs) including Biomass based power plants already commissioned or being commissioned till 2017-18, are eligible to apply for the Special Forward e-auction window.

1.2 **Price of Coal** : The Reserve Price of coal shall be as notified by Western Coalfields Limited (WCL) for the respective source(s) in respect of the events of auction held under the scheme from time to time.

**2. Registration:**

2.1 To participate in Special Forward e-Auction, Power Producers shall be required to register himself / itself with respective Service Provider nominated/appointed by CIL / WCL. For such registration, a consumer shall be required to complete all necessary formalities by making an application to the nominated/appointed Service providers of CIL / WCL in the prescribed format available on the website of the respective service provider along with certified copies of valid documents, including

- a) A declaration on stamp paper of minimum Rs 10(ten) value before a 1st Class/Executive Magistrate certifying coal purchased will be for own consumption and generation of power only and would not be resold, transferred or exported . The power Producers shall also furnish the status of commissioning under the affidavit with other particulars like Name of Plant, No of Units, capacity as per format annexed as Schedule-I . Bidders shall also declare under the same Affidavit that If at any later stage, it is found that the documents produced were false, misleading or any misinterpretation was made, the defaulting bidder shall be debarred from participating in auction of coal by CIL for next 1 year.
- b) Certificate of incorporation issued by the registrar of companies (ROC),
- c) Latest Income-tax return
- d) PAN No,
- e) Valid Sales Tax/VAT registration certificate,
- f) A board resolution authorizing one representative of the power plant who will be authorized to sign on behalf of the company with attested passport size photographs of the authorized Officials.

**g) Valid NOC from State Pollution Control Board,**

- i. Wherever the State Pollution Control Board is not specifying the validity of the certificate issued by them to the unit or in other words have issued the open ended certificate, such a certificate will be considered acceptable and intimation will be sent to the authority responsible for issuance of Pollution Certificate in the State. And
- ii. For the purpose of registration bidders who are yet to receive Pollution Certificate in spite of having applied for the same may furnish evidence by producing certified copy of payment receipts / acknowledgements etc. for such applications made to the pollution control authority. However, before participating into the bidding they will have to produce either the valid Pollution Certificate or a “No Objection” for consuming coal issued by the Pollution control Board/ authority to which application for pollution certificate had been made.
- iii. The Bidder in case of non availability of either of (i) & (ii) may become eligible to Bid by furnishing an Affidavit that they will furnish the Consent To Operate—before commencement of coal supplies as per agreed schedule. Supply of coal shall only take place after submission of CTO/NOC as above. In case of failure, coal allocation secured, if any, would stand cancelled and the corresponding EMD submitted shall stand forfeited.

**h) The registration can be done online or at any front office of the service provider.**

2.2 The bidder will be responsible for ensuring to keep the registration valid, and for the purpose, the consumer / bidder will keep all the documents mentioned in clause 2.1 valid throughout the period right from bidding upto completion of lifting. In the event of expiry of any of these documents, the registration will automatically become dormant and during the period of dormancy, the consumer/ bidder will not be allowed to participate in bidding by the service providers and release of coal will be kept suspended by the Coal Company.

Such suspension of release of coal will be treated as a failure on the part of consumer / bidder and the proportionate EMD equivalent to the failed quantity shall be forfeited. The registration will however be restored by the service provider and thereafter participation in the bidding will be allowed after submission of the valid document(s) / extension of the validity of the document(s) and coal releases / lifting will be allowed by the Coal Company.

The service provider will also remain vigilant and monitor the validity of all the documents and disallow the bidder to participate in bidding in case any of his documents becomes invalid.

2.3 After registration, all prospective bidders will have an auto-generated Unique User ID and a Password based on which they can log in on the Service Provider’s website. Details of registration process with Service Providers will be available in their respective web site.

2.4 The prospective bidder must get themselves registered with an approved certifying agency and obtain digital signature for their authentication / proving genuineness which would enable them to participate in e-Auction. The consumers / prospective bidders are required to contact their respective service provider in this regard for clarification and guidance, if required by them.

2.5 Only one registration will be done against one PAN number. However, for more than one coal consuming unit, having independent valid sales tax / VAT registration, more than one registration against one PAN Number can be considered. In such cases, the details of valid sales tax / VAT registration against each consuming unit will be indicated in each 'Photo Identity Card'. In the event of one PAN number and one sales tax/VAT registration number for a bidder having multiple units in one state, more than one registration will be allowed based on independent valid excise registration number or factory license for such units and the same will be indicated in each "Photo Identity Card".

2.6 The registration done earlier by the applicants with the respective Service Provider for participation in Phase-I / II / III of "Special Forward E-auction Scheme' 2015 for Power Producers" will be valid for participation in all future events of this "Special Forward e-Auction Scheme for Power Producers", provided the documents submitted earlier are valid

### **3. Photo ID Cards:**

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. The details of the Sales tax / VAT registration number as well as consumer status of the applicant unit shall also be duly incorporated in each Photo Identity Card.

### **4. Earnest Money Deposit (EMD)/ Bank Guarantee as Security Deposit:**

4.1(a) All interested registered consumers shall be required to deposit in advance non-interest bearing EMD with respective service provider for such an amount as would cover **10%** of the reserve price for the intended bid quantity in terms of basic price of coal exclusive of taxes, duties and other charges as applicable before participating in Special forward e-Auction. This may be paid upfront by way of Bank Draft / Bankers P.O or by way of e-transfer/ or,

4.1(b) The Bidder shall have the option to furnish the EMD in the format of Bank Guarantee (BG) ,

i) Which shall be to the tune of **20%** of the reserve price of special forward e-auction for the intended bid quantity in terms of Basic price excluding taxes duties and other charges.

ii) The BG as per the enclosed format should be drawn on any schedule Bank located at Kolkata and operative at Nagpur. The BG should be furnished to the Service Provider at least Seven (7) days in advance or else due to delay in confirmation of BG Bidder cannot participate in auction.

iii) The validity of the BG shall be throughout the pendency of lifting plus 90 days in case of Rail and 45 days in case of Road which will be extendable as desired by WCL.

iv) Confirmation of the BG shall be taken in writing from the issuing and the Operative Branch by the Service Providers. However, in spite of effort if the service provider fails to get required BG confirmation from the issuing and the operative branch before the schedule 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.

v) After completion of auction the BG of the successful Bidders will stand transferred to concerned subsidiary i.e., WCL along with the copy of the confirmation of the BG obtained by the Service Providers, where only after payment of the coal value supply of coal will start.

vi) In the event of failure of the Bidder to deposit the coal value for lifting of coal the BG will be encashed by the concerned subsidiary.

vii) In case of falsification in BG, the concerned Bidder will be Blacklisted and any amount equivalent to EMD in credit of any subsidiary of CIL the same will be forfeited.

4.2 As long as EMD is available in the registered consumer's account with the Service Providers, the consumer can participate in Special Forward e-Auction conducted by any coal company of CIL through the particular Service Provider. In other words, it maybe a global EMD for participating in e-Auction conducted by a Service Provider. However, such option will not be available in case of company wise BG is submitted by the Bidder in place of cash EMD.

## **5. Methodology:**

5.1 Special Forward e-Auction for Power Producers shall be conducted for a period of one year, i.e., Apr'2017 to Mar'2018.

5.2 The programme for Special Forward e-Auction will be notified minimum 10 days in advance from the date of commencement of each event under this Special Forward e-Auction Scheme, on WCL's Notice Board and as well as in its website. The programme shall be intimated to the respective Service Provider for hoisting the same at their website also for information of all interested consumers.

5.3 The Service Provider shall conduct the Special Forward e-Auction as per the programme notified by WCL in its website and in the website of the Service Providers conducting the auction.

5.4 The date, time and period of e-Auction as notified in advance including closing time on portal of Service Provider shall be adhered to except in force majeure situations. 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.

5.5 Before online bidding for price and quantity in the Special Forward e-Auction, the bidder shall agree online to accept the condition that the coal purchased in the Special Forward e-Auction shall be used for own consumption only and not for any other purposes. The bidder shall also agree online to all the other terms & conditions displayed along with the notice of Special Forward e-Auction.

5.6 Before participating in e-Auction, bidders must satisfy themselves with the grade/quality of coal being offered from a source.

5.7 'Third Party' sampling arrangement as is being currently in vogue for the Power Producers (IPPs/State Gencos) drawing coal supplies under FSAs shall be applicable to successful bidders under the Special Forward e-Auction. In case the third party agency for sampling could not be finalised, sampling and analysis of coal shall be carried out jointly between WCL and the bidder till such time the third party arrangement is implemented.

5.8 Prospective Bidders are entitled to bid for the quantity to the extent of amount of EMD / BG as Security Deposit which is available with the Service Provider in the bidder's account at the time of bidding. However, in case of BG as Security Deposit, the Bidder shall not be able to participate in the auction till the BG confirmation is not received from the issuing Bank.

5.9 The bidder has to bid for a price equal to or above the reserve price so as to secure consideration in the concerned Special Forward e-auction.

5.10 The bidder shall offer his Bid price (per tonne) in the increments of Rs.10/- (Rupees 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/- (Rupees twenty) or multiple thereof.

5.11 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.

5.12 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 his entitled quantity as per his EMD or coverage under BG. However once a Bidder is out-bided by another (in part or full) the particular Bidder shall become eligible for making an improved Bid.

5.13 Plants being commissioned: The Plants to be commissioned and expecting to achieve commissioning by 2017-18 may participate in the bidding after furnishing a letter to the Service provider about the indicative month of commissioning of the plant. The quantity of coal secured in the auction shall be in respect of the period from the month following the indicative month of commissioning of the plant. However, supply of coal to such plants shall be subject to furnishing the certificate of commissioning issued by CEA. Non supply of coal due to failure in timely submission of commissioning certificate shall attract corresponding forfeiture of EMD. It is clarified that the bidder will be permitted to avail scheduled quantities after submission of commissioning certificate.

## **6. Conditions for dispatches by Rail and Road.**

6.1 There will be separate lots in the Special Forward e-Auctions for dispatches by rail and road mode. As at least around 4000 tonne is required for formation of a rake, the minimum quantity for bidding by rail mode is kept at a round off quantity of 4000 tonne and in multiple thereafter. The minimum quantity for bidding shall be 4000 tonne (Four thousand tonne only) for a source for supply by road mode. The rake size shall be as per prevalent Railway rules. The quantity of coal in a rake shall be as indicated in the notice of Special Forward e-Auction and therefore, the quantity of coal despatched in excess of 4000 tonnes in a rake or in excess of the quantity secured from a source by rail mode, the bidder shall accept such quantities at the bid price applicable at the point of despatch.

6.2 The Buyer should satisfy itself / himself about the Rake fit stations / destinations from the Railways before participation in e-Auction 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 relatable EMD/BG.

6.3 The consumer, while bidding shall quote their "Bid price" per tonne in Indian Rupee as base coal price on FOR/FOB colliery basis. 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. Any increase in statutory charges / other charges, whether applicable prospectively or retrospectively as per Notifications issued from time to time, will be notified / hoisted on web-site by the coal companies and the same shall be paid by the Bidder on demand.

## **7. Post E-Auction Process:**

7.1 Each successful bidder will be intimated through e-mail / 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.

7.2 Equivalent amount of EMD of the successful consumer / bidder corresponding to successful bid quantity, shall be blocked and will be transferred to WCL by the service provider along with the bid sheet in respect of successful consumer / bidders. In case of BG, the BG shall be sent to WCL.

7.3 The source wise quantities offered under this scheme shall be for the 12 months period of Apr'17-Mar'18. The bidders can bid for the quantities as per their requirement. The successful bid quantities shall be equally distributed amongst the 12 months. However, in respect of plants not yet commissioned, successful bid quantity shall be distributed only for the period/ months subsequent to the month of expected commissioning as indicated by the bidder.

If the no. of rakes won against a source are not equally divisible by the no. of months of distributions, it will be dealt as under:

- A) If the no. of rake is less than no. of months, it will be sequentially distributed from the initial month.
- B) If some rakes are left in excess after equal monthly distribution, these rakes will also be distributed subsequently from the initial month.

However based upon the availability of coal at different sources and time span Monthly Scheduled Quantities (MSQ), if required, may be recasted with the mutual consent of the buyer and WCL. The request for change in MSQ has to be made before 7 days of the last date stipulated for making payment for release of coal/ programme against the concerned month. However, such rescheduling of MSQ shall be permissible only in respect of scheduled quantities of a quarter. The total scheduled quantity of any quarter will normally not be advanced or carried forward. However, if due to any reasons WCL desires to change, the Quaterly Scheduled Quantity, it may do so with written consent of bidder prior to commencement of the quarter concerned.

## **8. Conversion of EMD into a Security Deposit:**

8.1 The coal value to be deposited in advance by the successful bidders shall be computed and deposited on month to month basis against the monthly scheduled quantity after making provision for the EMD amount corresponding to the monthly scheduled quantity out of the total EMD amount already transferred by the Service provider on account of the successful bidder to WCL. In other words, the coal value to be deposited and the corresponding EMD amount for the monthly scheduled quantity taken together shall be equivalent to 100% coal value of the monthly scheduled quantity.

8.2 EMD amount corresponding to the monthly scheduled quantity shall not be treated as an adjustment towards the coal value in the beginning of the month but shall remain as 'Security Deposit' for performance of the bidders towards completion of the said transaction for the concerned month i.e coal value equivalent to the SD shall be adjusted in the last phase of lifting against the loading programme / Delivery Order(s) against the respective MSQ .

8.3 The above security deposit (as converted from the EMD amount) would be adjusted as coal value, only after completion of lifting of coal covered under coal value paid (for the concerned month), excluding security deposit. However, in the event of default in performance by the bidder, the provision of forfeiture of the 'Security Deposit' (as converted from the EMD) as stipulated, would be applicable.

8.4 In case of BGs, the successful Bidder shall be depositing applicable full coal value against the MSQ. The BG shall remain as security with coal company, in case of default in lifting the coal company shall encash the applicable amount from the BG giving 10 days notice to the Successful Bidder. In case the amount under encashment is paid by the Bidder within 10 days the BG shall not be encashed.

## **9. Financial Coverage and Terms of Payment:**

9.1.1 The successful bidder after Special forward e-Auction will be required to deposit with WCL coal value for release of coal/ loading programme against the MSQ at least 7 days prior to the commencement of the concerned month. Such payments shall be made through demand drafts / bankers cheque drawn in favour of "Western Coalfields Limited" payable at Nagpur along with the debit advice issued by the bank certifying that the Demand Draft /Banker's cheque has been issued by debiting the account of the concerned consumer/ bidder. The payment can also be made through RTGS/NEFT. The bank account details for payment through RTGS/NEFT are as below:

1. Name of the Bank: -----State Bank of India
2. Branch ----Coal Estate,Nagpur
3. Bank a/c No. -----1020596608
4. RTGS No.-----SNIN0009060
5. MICR No. -----440002023

9.1.2 In case the payment made by the successful bidder is less than the monthly scheduled quantity but not below 50% of the monthly scheduled quantity, WCL shall accept the payment for the said amount and forfeit the EMD for the failed quantity or encash the BG for that amount. However, if the buyer fails to deposit the coal value for at least 50% of the monthly scheduled quantity then such deposit shall not be accepted and the entire EMD of the monthly scheduled quantity shall be forfeited/BG encashed for that amount.

9.1.3 In case of supply by rail, 50% of the monthly scheduled quantity shall be reckoned to be in the units of full rake size with the fractional part, if any, rounded off to a full rake.

9.1.4 In case of supply by rail, the successful bidder will have the option to maintain with WCL an Irrevocable Revolving Letter of Credit (IRLC) issued by a bank acceptable to WCL and in the format / terms and conditions prescribed by WCL for an amount equivalent to the "As Delivered price" of at least 10 days Quantity successfully bid for the concerned year. In this case, the Bidder shall also be required to maintain an interest free cash Security Deposit for an amount equivalent to the "As Delivered price" of at least 10 days Quantity successfully bid for the concerned year. The invoices against the despatch shall be negotiated by WCL

through the IRLC. In the event the Bidder has furnished the EMD in the form of cash, the amount of EMD applicable for the billed quantity in the invoice shall be adjusted while negotiating the invoice under the IRLC. The IRLC shall be valid throughout the pendency of lifting plus 90 days which will be extendable as desired by WCL. The IRLC should be deposited with WCL at least 21 working days before the commencement of the period.

9.1.5 It shall be responsibility of the Bidder to ensure that payment against the invoice presented against the IRLC is released as per the terms and conditions of the IRLC. In the event payment against the invoice is not released by the banker in terms of the IRLC, WCL shall have the right to adjust the invoice from the interest free cash deposit and the consent given against the rake programme will be withdrawn by WCL and EMD as per e-auction scheme will be forfeited/proportionate encashment of the BG towards forfeiture EMD shall be done, as the case may be.

9.1.6 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.

9.1.7 Statutory levies payable over and above the coal price shall be as applicable on the date of delivery. These charges as well as freight etc. shall be on the Buyers' account. Any increase in statutory charges, whether applicable prospectively or retrospectively as per Notifications issued from time to time, will be notified / hoisted on web-site by the coal companies and the same shall be paid by the Bidders.

9.1.8 In case of non receipt of payment from the Bidder against the claims of WCL, WCL shall have the right to recover the dues from any sum of money belonging to the Bidder which is in possession of WCL and debar the defaulting bidder from participating in forthcoming e-Auctions for the next 1 year and also to forfeit EMD towards the quantity of coal that could not be released / delivered due to such recovery.

9.1.9 The supply/booking schedule for the first month may have variation and may be notified by the subsidiary companies separately depending upon time available to expedite the dispatch.

## **10. Delivery of coal:-**

### **10.1 By Road:**

10.1.1 In case of road supplies, once the coal value deposited by the bidder as per the terms of payment stated supra is realised, Delivery orders shall be issued within seven days. The Delivery Orders and Delivery Challans issued by the Coal Company shall indicate destination of the coal consuming unit. On the Sale / Delivery Orders, the details of the relevant documents along with their validity will be indicated to facilitate Coal Companies to take action as per Clause 2.2.

10.1.2 The validity period of lifting of coal by road shall be 45 days from the date of issue of the respective Delivery Order.

10.2 **By Rail:**

10.2.1 The inter se seniority of buyers in case of rail-borne monthly programmes shall be determined for supply of coal during the period in terms of seniority of the successful bidders as enumerated by the Service provider in the bid sheet based on the buyers' bids in the period.

10.2.2 The quantity allotted against each rake is only indicative; however actual delivery quantity shall be on the basis of actual weighment of the loaded rake carried out by WCL at the loading point.

10.2.3 The movement of rakes shall be as per extant Railway Rules. Consent/Offer for allocated month shall be sent to Railways by end of previous month. Endorsement validity period for indenting and seeking allotment of rakes shall be 45 days from 1<sup>st</sup> date of the allocated month. The successful bidders shall be required to complete all formalities including filing of rake(s) programme in FOIS by 1<sup>st</sup> of the allocated/offered month to enable WCL for endorsement, indenting and seeking allotment of rake(s) from Railways. Failure to do so shall attract forfeiture of EMD. Monthly programme shall be endorsed by Coal Company by 15<sup>th</sup> of the offered month. Once allotted, the rake(s) shall remain valid for loading as per extant railway rules. However, if rake(s) allotted for an offered months are not loaded even within next two successive months, the bidder may exercise an option to cancel such rake(s) and seek refund of EMD subject to payment of any charges levied by railway on this account. The above modalities may be modified by WCL if required due to changes in railway rules/ procedures.

10.2.4 Although loading will be the responsibility of the Coal Company, but to avoid any complaint regarding over-loading, under loading and for 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 the Service Provider to the consumer.

10.2.5 The overloading and under loading charges, if any, at the rates applicable as per Railway rules, will be borne by the respective Buyer / bidder or the Coal Company as the case may be as follows:

- i) Any penal freight for overloading charged by the Railways for any consignment shall be payable by the Purchaser. However, if overloading is detected from any particular colliery, consistently during three (3) continuous months, on due intimation from the Purchaser to this effect, the Seller undertakes to take remedial measures.
- ii) For Non coking coal of GCV exceeding 5800 Kcal/Kg any idle freight for under-loading below the stenciled carrying capacity, as shown on the wagon or carrying capacity based on the actual tare weight or permissible carrying capacity as notified by the Railways (route-wise) for any particular type of wagon from time to time, in which case the stenciled carrying capacity as shown on the wagon is more than the

permissible carrying capacity, as the case may be, shall be borne by the Seller. For all other Grades of Coal and NLW coal of Grade W-II/WIV, any idle freight for under-loading below the stenciled carrying capacity, as shown on the wagon or carrying capacity based on the actual tare weight, as the case may be, plus two (2) tonnes shall be borne by the Seller. However, in the cases where permissible carrying capacity is less than the stenciled carrying capacity, as mentioned above, the idle freight shall be borne by the Seller only upto the permissible carrying capacity.

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

#### **11. Revision of Bid Price due to increase of Notified Price of coal:**

11.1 The Bid Price at which the Bidder has successfully secured quantity under the auction is subject to revision. Subsequent to the auction, if the notified price of the bid grade of coal is increased as per Price Notification issued by Coal India Ltd., and/or by WCL, the Bid Price would also be increased by the same percentage at which the notified price of the concerned grade coal was increased under such notification. This revision in Bid Price shall be applicable for all despatch of coal from the effective date of the Price Notification issued by CIL/WCL. Such revision in Bid Price shall take place every time the notified price of coal is increased as per Price Notifications and the increase shall be made over the Bid Price which is applicable as on the date of issue of the Price Notification.

11.2 In case of increase in the Bid Price due to revision of notified price as explained above, the bidder shall deposit within 7 days of such revision, the additional amount due on the quantity of coal 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 against the Delivery Order shall be reduced to the extent of the dues and EMD shall be forfeited towards such reduced quantity.

#### **12. Adjustment of price in case of variation in grade of coal as per Third Party Sampling:**

12.1 If the analysed grade i.e., the grade determined through Third Party Sampling is found to be different from the declared grade of bid grade of coal, the revised bid price applicable for the analysed grade of coal shall be worked out as under;

$$\frac{\text{Bid Price of Bidded grade of coal} \times \text{Notified Price of analysed grade}}{\text{Notified Price of Bidded grade of coal}}$$

In case the analysed grade is lower than the declared grade of bid grade of coal, credit note shall be raised by WCL towards the difference between the Bid Price applicable for the declared grade during the relevant period of despatch and the revised bid price derived for the analysed grade as per the above given formula and the amount as per the credit note shall be refunded to the Bidder. The credit shall be raised for such quantities of coal subjected to sampling during the relevant period. In case of analysed grade being higher than the notified grade of the bid grade of coal, bonus bill shall be raised by WCL as per extant procedure of billing and the Bidder shall make payment towards the Bonus Bill within 7 days of receipt of the same.

12.2 The credit shall be only towards the difference in Bid Price due to lower grade / lower GCV. Royalty, CED, Sales Tax/VAT, Cess and any other statutory levies shall be charged on the basis of the bid price of coal.

12.3 The modalities for Third Party Sampling shall be the same as is in vogue for the Power Producers (State Gencos/IPPs) drawing coal from WCL through FSAs.

### **13. Procedure in case of change of declared grade of bid price:**

Subsequent to an event of e-Auction held under this scheme, if the declared grade of bid price of coal from a source is revised as per grade declaration, the Bid Price shall be reset on the basis of the revised declared grade of coal and it shall be applicable in respect of release of coal made from the date the revised grade declaration is applicable. Upon change in declared grade the bid price shall be reset as per the formula given below:

$$\frac{\text{Bid Price of Bidded grade of coal} \times \text{Notified Price of revised declared grade of bid price}}{\text{Notified Price of Bidded grade of coal}}$$

### **14. Weighment:**

Both in case of road and rail supply, the weighment carried out by WCL at the loading point shall be final and binding for all commercial purposes.

### **15. Bundled offer:**

a) The bundled offer will consist of quantity offered both from Cost Plus & Notified Sources. The proportion of the quantity offered from Cost Plus & Notified sources will be as per the offer notified.

b) One unit of bundled offer will be in multiple of Rakes .

c) The reserve price of bundled offer will be the total price as applicable for (n) tonne consisting of (n) rakes in a bundle. (1 tonne price for each rake in a bundle of n rakes): n is equal to number of rakes in a bundle.

d) Bidding is to be done for each bundle of “n” rakes as a whole.

e) The rake movement shall be made separately. The sequence of movement shall be Cost Plus rakes first, followed by the notified rakes

f) The notional quantity of a rake is 4000 tonnes as per the e-Auction scheme. The composite reserve price in a bundle is based on implicit assumption of equal notional quantity of 4000 tonne (Equal proportion) of cost plus & notified coal in rakes. However, this would vary on actual loading of rakes. In order to address any eventuality of variation in billed amount of cost plus & notified rakes, due to variation, after completion of actual supplies of all rakes in a bundle, the total actual billed amount in the bundle for all the

rakes vis-a-vis notional billed amount on the basis of equated distribution of total quantity actually despatched in a bundle would be carried out and if the former is less than the later, differential value along with applicable taxes & levies would be charged by raising a debit note by cost plus supplying unit of bundle.

g)The billing will be done separately i.e Coal from Cost Plus Source will be at Cost Plus Price plus percentage gain over reserve price. In the same way, coal from notified source will be billed at reserve price plus percentage gain over reserve price.

#### **16. Refund of EMD/BG for unsuccessful Bidders:**

In case of unsuccessful bidders, EMD/BG shall be refunded/returned by the Service Provider after the auction is over, on the bidder's request.

#### **17. Forfeiture of EMD/BG/Security Deposit:**

The EMD/Security Deposit submitted by the successful bidder shall be liable for forfeiture in the following cases: -

17.1 If after completion of e-Auction, a successful bidder fails to make payment for the monthly scheduled quantity of the coal value including all other charges as applicable within the stipulated time, the proportionate EMD equivalent to the failed quantity shall be forfeited subject to the provisions of this scheme and its terms & conditions.

17.2 If the successful bidder does not lift the booked quantity within the stipulated validity period, the proportionate security deposit (as converted from the EMD amount) or the applicable BG amount for the un-lifted quantity would be forfeited.

In case of supplies by road, such forfeiture shall be made only if the balance unlifted quantity against the Delivery Order is equal or more than a truck load i.e., 10 tonnes.

17.3 Such forfeiture, however, shall not be applicable towards the quantity of coal against the monthly scheduled quantity not released by WCL despite the bidder fulfilling its obligations in terms of the provisions of this scheme. Similarly, no forfeiture would take place if the balance quantity to be released is less than a truck load or rake load.

17.4 If the buyer cancels the order / rake after booking in any month, the corresponding security deposit as converted from EMD or applicable amount of the BG shall be forfeited for the order / rake cancelled.

17.5 In case of failure on the part of consumer / bidder to ensure validity of the documents as per clauses 2.1 resulting in suspension of coal release / lifting due to expiry of validity of any of the documents, corresponding EMD / Security Deposit /BG equivalent to the quantity which could not be released / lifted, shall be forfeited in terms of clause 2.2

#### **18. 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/Security Deposit/encashment of BG if required, in terms of forfeiture under this scheme and its terms and conditions.

**19. General:**

19.1 The coal procured under e-Auction is for the own use at the plant of the registered consumer / successful bidder within the country and not for Sale, Transfer or export.

19.2 All terms and conditions of Special Forward e-Auction Scheme shall be subject to standard force majeure conditions as applicable.

19.3 Bidders must always ensure to keep their email address valid. In any case Buyers will not be absolved from fulfilling their obligations / complying with terms and conditions herein including payment terms due to non-receipt of emails from the Service Provider.

19.4 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. During the auction if the incremental bid price is more than 50% of the immediately preceding bid price, then the system will seek a re-confirmation from the Bidder before the bid is registered.

19.5 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/ WCL in this regard.

19.6 The decision of the Director-In-Charge of Marketing of CIL/WCL in matters related to this e-Auction shall be final and binding on the bidders / Buyers.

19.7 Quantities mentioned in notices shall be only indicative and may undergo a change depending on factors like actual production of coal, bottlenecks in coal transportation etc.

19.8 WCL / 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.

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

19.10 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 9.1.6 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.

19.11 Since the coal supplied under the Special Forward e-auction is for power generation only, the Successful Bidder/Power Producer shall have to furnish a certificate after utilizing the coal supplied under the auction confirming the quantity of Power Generated from such coal at the end of every quarter. The coal supplied to each TPP under such e auction shall be informed by CIL /WCL to the concerned State DISCOMs/PTC/Power Exchange/Power Traders etc. The Successful Bidder/Power Producer, within a month of the close of each quarter shall also furnish to WCL a certificate issued by the State DISCOMs/PTC/Power Exchange/Power Traders to IPP with a copy to CIL/Supplying coal company regarding power supplied to them by IPP during the quarter.

**20. Dispute Resolution/Arbitration:**

In the event of any dispute, Bidder / Buyer is necessarily required to represent in writing to the General Manager (Sales) of WCL, 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 WCL the concerned coal company. Any interpretation of any clause of this will be subject to clarification by CIL, which will be deemed as final and conclusive.

All disputes arising out of this scheme or in relation thereto in any form whatsoever shall be dealt Specially by way of arbitration in terms of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted at Calcutta Nagpur or at a place to be notified by WCL CIL. The arbitrator shall be appointed by the Chairman and Managing Director, WCL CIL upon written request in this behalf. The award rendered by the Arbitrator shall be final and binding on the parties. The place of arbitration & nomination of arbitrator be varied appropriately in view of the Coal Company involved.

**21. Acceptance of Terms & Conditions:**

**The consumer / bidder has to accept the Terms & Conditions before participating in e-Auction and also before issue of delivery order / rail programme.**

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**Schedule-I**

**AFFIDAVIT**

**(On Non-Judicial Stamp Paper of requisite value)  
(To be executed before 1st Class/Executive Magistrate)**

I, \_\_\_\_\_,  
Proprietor/Director/Partner/Constituted Attorney/Accredited Representative of The Purchaser M/s.  
\_\_\_\_\_, solemnly declare that:

1. That, the Power Plant (Name of the Plant) is not being able to generate power to its capacity due to shortage in supply of coal and seeks to avail the dispensation for mitigating the short fall through Special Forward e-auction being conducted by WCL . .

2. We hereby affirm the following particulars regarding the Power Plant for which registration is being applied.

Sl. No.	Particulars	
1	Name and Address of the Power Plants with Phone/email and Fax	
2	Number of Unit/Units	
3	Capacity in MW	
4	Date of Commissioning of the Units/Expected date for Being Commissioned Units/Plants	

3. Coal purchased will be for own consumption and for power generation only and would not be resold, transferred or exported.

4. That the contents of the foregoing paragraphs of this Affidavit are true to the best of my knowledge and belief.

5. That we shall be obliged to furnish certificate of utilization of coal received through auction and quantum of power generated out of such coal supply in terms of the provision of clause 16.11 of the Special Forward e-auction scheme.

6. That we affirm that if at any stage it is found that the documents produced were false, misleading or any misinterpretation was made, our Plant shall be debarred from participating in e-auction of coal at WCL/other Subsidiary Companies of CIL for next 1 (one) year .

**Signature of the Purchaser/Representative of the Purchaser**

(Deponent)

Dated: \_\_\_\_\_

**VERIFICATION**

I, \_\_\_\_\_, the above named deponent do hereby verify that the contents of the paragraph 1 to 6 are true to my knowledge, nothing has been concealed and no part of it is false.

Signed at \_\_\_\_\_ (Place) on \_\_\_\_\_ 2017

(Deponent)

Seal of 1st Class/Executive Magistrate