

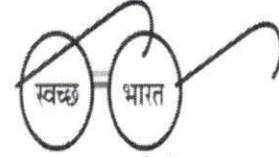


विक्रय एवं विपणन विभाग

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CIN – U10100MH1975GOI018626

वेस्टर्न कोलफील्ड्स लिमिटेड
Western Coalfields Limited
(मिनीरत्न कंपनी) (A Miniratna Company)
(कोल इंडिया लि. की अनुषंगी कंपनी)
(A Subsidiary of Coal India Limited)



एक कदम स्वच्छता की ओर

Department of Marketing & Sales

☎/FAX: 0712 -2511061/2512977

Website: www.westerncoal.nic.in

पंजी. का. : कोयला विहार, सिविल लाइन्स, नागपुर (महाराष्ट्र)-440001 / Regd. Off. : Coal Estate, Civil Lines, Nagpur(MS) – 440001

संदर्भ संख्या/Ref.No.:NGP/WCL/M&S/RS/662

दिनांक/Date: 04.05.2020

Notice to Buyers of Special Spot e-Auction for the period June'20 to Aug'20

A Quantity of about 35.00 lakh tonnes of coal is being offered through Road Mode and Rail Mode by WCL under Special Spot e-Auction for Consumers/Traders for the period June'20 to Aug'20. The source-wise/mode-wise/price-wise details of the quantity offered under this e-Auction is enclosed as **Annex-1**. The e-Auction will be conducted by M/s Mjunction Service Ltd on **14.05.2020**. This Special Spot e-Auction will be conducted as per the terms & conditions of Spot e-Auction (Enclosed as **Annex 2**) with some modifications which are mentioned in **Annex 3**. Under this Special Spot e-Auction the bidders can submit their EMD in the Form of Bank Guarantee also. The format of Bank Guarantee is enclosed as **Annex 4**. All prospective bidders are advised to refer schedule of dates in which date of registration, date of submission of BG etc has been informed. For more information, interested buyer may log on to WCL website www.westerncoal.in & M/s mjunction Service Ltd website

Schedule of Dates:

S. No	Event	Schedule	Service Provider
1.	Last date for Registration with service provider	13/05/20	M/s Mjunction Services Ltd
2.	Submission of EMD with service provider (in Form of BG) *	12/05/20	
3.	Submission of EMD with service provider (in Form of DD, RTGS etc.)	13/05/20	
4.	Special Spot e-Auction	14/05/20	

* All prospective bidders submitting EMD in form of Bank Guarantee (BG) are advised that in case of non receipt of BG confirmation from bank on time, the bidders can be disallowed from participation from this e-Auction without assigning any reason by coal company and service provider.

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Salient features of the Special Spot e-Auction are as follows:

- Auction shall be conducted for the period from June'20 to Aug'20.
- Monthly scheduled quantity shall be decided with the mutual consent of the seller and purchaser.
- The payment of coal value against the MSQ shall be made by end of the preceding month.
- The lifting period shall be 45 days with further extension upto 15.09.2020. The validity of any DO under this scheme shall be upto 15.09.2020.


04.05.2020
HoD (M&S)

NIO:

Copy for Kind Information: Director (Per), WCL
: GM(M&S),CIL

Copy to:

- GM (System): For uploading this notice for information of prospective bidders.
- Area General Manager (All Areas)
- Area Sales Manager (All Areas)
- All Sectional Heads (M&S),WCL HQ.
- M/s Mjunction Ltd: For uploading the offer for information of prospective bidders & conducting e-Auction on 20.04.2020. You are requested to send SMS and email to all prospective bidders informing about this event of e-Auction.
Contact Person: Mr Amol Pethale, Ph No:7030447237

Annex-1

OFFER FOR SPECIAL SPOT e-AUCTION June'20 to Aug'20 SCHEDULED TO BE HELD ON 14.05.2020 BY M/s Mjunction Service Ltd

SI No	Area	Mine Co	Mine	Grade	Grade Code	Mode	TOTAL	Reserve Price
1	Chandrapur Area	3105	DRC UG	G8G9 MIX	G8G9M	ROAD	12000	2189
2	Ballarpur Area	3619	Pouni-II OCM	G8G10 Mine Specific MIX	G8G10MSM	ROAD	243000	2593
3	Ballarpur Area	3617	Gouri Expn OCM	G9G10 MIX	G9G10M	Road	90000	1802
4	Majri Area	4429	Yekona -II OCM	G9 Mine Specific CR ROM (-) 100 MM	G9_5MSN	ROAD	180000	2182
5	Wani Area	4310	Neeljai OCM	G8G10 Mine Specific MIX	G8G10MSM	ROAD	300000	2593
6	Wani Area	4320	Penganga OCM	G10 Mine Specific Cr ROM (-) 100 MM	G10_5MSN	ROAD	600000	2014
7	Wani North Area	4605	Ukni OCM	G10G11 MIX	G10G11M	ROAD	100000	TO BE NOTIFIED LATER
8	Wani North Area	4640	Junad OCM	G9G10 MIX	G9G10M	ROAD	50000	TO BE NOTIFIED LATER
9	Nagpur Area	3210	Bhanegaon OCM	G10G12 Mine Specific MIX	G10G12MSM	ROAD	195000	2076
10	Nagpur Area	3235	Singori OCM	G9G11 Mine Specific MIX	G9G11MSM	ROAD	195000	2225
11	Nagpur Area	3225	Inder OCM	G10G11 MIX	G10G11M	ROAD	80000	1653
12	Umrer Area	4501	Umrer OCM	G8G9 MIX	G8G9M	ROAD	60000	2214
13	Umrer Area	4514	Gokul	G8 Mine Specific Steam	G8_1MSN	ROAD	120000	2829
14	Umrer Area	4513	MKD-III	G8G10 Mine Specific MIX	G8G10MSM	ROAD	270000	2593
15	Kanhan Area	3413	Tandsi UG	WGIV MIX	WGIVM	ROAD	45000	3353
16	Kanhan Area	3457	Mohan Quarry OCM	G9G9 MIX	G9G9M	ROAD	150000	1848
17	Kanhan Area	3426	Bharat Patch of Ghorawari Quarry OCM	G10G11 MIX	G10G11M	ROAD	90000	1653
18	Nagpur Area	3212	Dumrikurd Siding(Gondegaon)	G12 Mine Specific Cr ROM	G12_5MSN	RAIL	240000	1725
19	Majri Area	4405	New Majri Sec I & II	G11 Cr ROM	G11 Cr ROM	RAIL	360000	TO BE NOTIFIED LATER
20	Wani North Area	4615	Kolarpimpri OCM	G10 Cr ROM	G10 Cr ROM	RAIL	120000	TO BE NOTIFIED LATER
							TOTAL	3500000

TERMS AND CONDITIONS
FOR SPOT E-AUCTION SCHEME 2007

Annex-2

Western Coalfields Ltd. who are owner/seller of coal, is hereinafter referred to as "Seller" or "Principal" or "WCL" and MSTC Ltd. and mjunction Services Ltd. the Service Provider to conduct e-Auction as, "MSTC", "mjunction services ltd." respectively.

Objective :

Coal distribution through e-Auction has been introduced with a view to provide access to coal for such buyers who are not able to source coal through the available institutional mechanism. In the long run it is expected that e-Auction may help in creating spot as well as future market of coal in the country.

The purpose of e-Auction is to provide equal opportunity to purchase coal through single window service to all intending Buyers.

E - Auction has been introduced to facilitate across the country wide ranging access to book coal on-line for all sections of coal Buyers enabling them to buy coal through a simple, transparent and consumer friendly system of marketing and distribution of coal.

Terms & Conditions :

With reference to para VI (4) of the e-Auction Scheme 2007' for spot E-Auction the detailed terms and conditions are given below :

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 respective Service Providers. The application shall be made along with the required documents such as copy of Income Tax return (latest), PAN Number, Sales Tax / Vat Registration Certificate, SSI Registration, Trade License, if applicable, Passport size photograph, etc. as prescribed by the service provider. Registration can be done either online, or at any of the front offices of the service provider.

2.2 After the registration, all-prospective Buyers will have 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 respective websites. Addresses of Service Providers along with their web sites are given below :

Address,of, M/S MSTC LTD. MUMBAI.:
607,Raheja Centre, Nariman Point,
MUMBAI-400 021
PHONE NO. 022-22886261
website: www.mstcecommerce.com

Address of M/s mjunction services Ltd..
Godrej Waterside, Tower-I, 3rd Floor, Plot No. 5-DP,
Sector – V, Salt Lake City, Kolkata - 700 071, India
website: www.coaljunction.in

- 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 independent valid sales tax / VAT registration, more than one registration against a PAN Number can be considered. In such cases, the details of valid sales tax registration 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"
- 2.5 All registered buyers shall be required to deposit in advance non-interest bearing (EMD) at the rate of Rs. 200/- per tonne with respective service providers for all grades of non coking coal. This may be paid upfront by way of Bank Draft / Bankers P.O. or by way of e-transfer.

This EMD shall not be specific for a particular subsidiary coal company and shall be available with the service provider for participation in the e-auction across the subsidiary coal companies of CIL, as long as the required amount of EMD available in the bidders account with the service provider. Participants shall have the option to furnish EMD in the form of BG

3. Notification :

- 3.1 Quantity, grade/size and sources from where coal is to be sold through e Auction, will be notified on websites of WCL www.westerncoal.in and on websites of Service Providers 7 days in advance from the date of e-Auction.
- 3.2 There will be separate auction for dispatches by rail and road mode. The minimum quantity for bidding would be 50 (fifty) tonnes for a source for Road mode, where as in case of Rail the minimum quantity for bidding would be 1 (one) rake. 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 E-auction.
- 3.3 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.

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 for which is available with the service provider 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 Buyer's account.
- 4.5 The bidder has to bid for a price equal to or above the reserve price to secure consideration in the concerned e-Auction.
- 4.6 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.
- 4.7 The Bidder shall offer his Bid price (per tonne) in the increment of Rs.10/- (Rupees ten) during the Normal e-Auction period. During the extended period of first two (2) hours, the Bidder shall offer his Bid price in the increment of Rs.20/-. Beyond this extended period of two hours the bid price increment would be Rs. 50/- (Rs.Fifty) only.
- 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 his entitled quantity as per his 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 :-
- (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. Post e-Auction process :

- 5.1 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.
- 5.2 The successful bidders after the e-Auction will be required to deposit coal value with WCL, within a period of ten working days, after the date of closing of e-Auction. Ten working days would be reckoned as applicable to WCL where the payment / deposit is required to be made.
- 5.3 Equivalent amount of EMD of successful 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 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 the service provider to WCL. In other words, the coal value to be deposited and EMD amount together, shall be equivalent to the 100 % coal value.
- 6.2 EMD amount shall not be treated as an adjustment towards the coal value but would stand converted into a 'Security Deposit' for performance of the bidders towards completion of the said transaction.
- 6.3 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, 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.
- 6.4 In case of road supplies, once the coal value is deposited by way of demand draft /pay order, in favour of Western Coalfields Ltd, drawn on any scheduled bank, payable at Nagpur 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 ten days by the coal company after encashment of Buyer's financial instrument.

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 tonne whichever is higher, WCL 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 50 tonnes whichever is higher then the entire EMD of the allotted quantity shall be forfeited.

- 6.5 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), EMD for entire 50 tonne shall be forfeited.
- 6.6 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 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. Payment against the booking by Rail mode can also be made through RTGS/NEFT within the stipulated date. Particulars of Bank account for making payment through RTGS/NEFT in case of rail supplies are given below :

(1) Name of the Bank --- **State Bank of India**

(2) Branch--- **Coal Estate, Nagpur**

(3) Coal Sale a/c No.--- **10205966080**

(4) RTGS No.-- **SBIN 0009060**

(5) MICR No.--- **440002023**

Payments received / credited after due date will not be accepted for releasing coal. In case of default in payment, apart from forfeiture of EMD, WCL also reserves the right to debar the defaulter from participating in forthcoming e-Auctions for such period as decided by WCL Management.

While transmitting coal value through RTGS/NEFT, customers should ensure following :

- i) Separate payment should be transmitted for each allotted quantity.
- ii) As per practice in vogue, the customer while submitting the application to WCL should also enclose Bank debit advice, self attested copy of ID Card issued by Service Provider and Sale Intimation Letter.

6.7 In case of Buyers who have booked their rail programme through BG, a notice for deposition of coal value by way of 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 EMD as per e-Auction scheme will be forfeited.

6.8 In case of Buyers who booked coal by Road mode, the payment can be made only through RTGS/NEFT within the stipulated date. Payments received / credited after due date will not be accepted for releasing coal. The procedure for making the payment against the successful bids is given in Annexure-1 which is displayed along with this notice. The details are also available in the Notice No.NGP/WCL/S&M/RS/722 dated 20.12.2016 which is available in our website. In case of default in payment, apart from forfeiture of EMD, WCL also reserves the right to debar the defaulter from participating in forthcoming e-Auctions for such period as decided by WCL Management.

6.9 (i) Apart from e-Auction price, successful buyers will also have to make full payment of other statutory charges, taxes, levies like royalty, SED, CED, sales tax and surface transportation charges, entry tax, transit fee, Madhya Pradesh Gramin Avasanrachana Tatha Sadak Vikas Adhinyam - 2005 etc. wherever applicable, at the prevailing rates. In case there is any change in these charges after the closure of e-Auction but before completion of lifting, changed rates will be payable for the quantity balance on the date such change in rates is made effective.

(a) ROYALTY :

As per the MoC's Notification No. 28019/1/2009-CA-11 (Part II) dated 10.05.2012, the rate of royalty is 14% on bid price.

(b) SED : Rs. 10.00 per tonne

(c) CLEAN ENVIRONMENT CESS : Rs. 400/- per tonne

(d) SURFACE TRANSPORTATION CHARGES (STC) : As notified by Coal Company (WCL) time to time.

<u>Transportation distance</u> (from pit head to loading point)	<u>Rate in Rs/tonne</u>
0 to 3 Kms	34.00
> 3 kms upto 10 kms	67.00
> 10 kms upto 20 kms	115.00
> 20 kms	Actual STC +10% ie 110% of Actual STC

(e) **SIZING CHARGES** : Sizing charges of Rs. 56/- per tonne for limiting the top size of coal to 250 mm by mechanical or manual means is excluded in the e-Auction Reserve Price. The Reserve Price will however exclude Rs. 87/- per tonne in case the top size is further limited to smaller size i.e. 100 / 50 mm.

(f) **CENTRAL EXCISE DUTY** : 6.00% on the sum of Bid Price, Royalty, SED and STC.

(g) **SALES TAX / VAT** : VAT / Sales Tax will be charged at the rate of 5% on sum total of price and other charges. In case buyer desires to avail any concession against Central Sales Tax, initially buyer have to pay full sales tax and difference will be refunded on receipt of confirmation from authority issuing concession form(s).

(h) **ENTRY TAX** : Entry tax, Transit Fee and "Madhya Pradesh Gramin Avsanrachana Tatha Sadak Vikas Adhiniyam "2005" (levied only on coal produced and depatched from the mines located in Madhya Pradesh) :

(a) *Transit Fee at the rate of Rs. 57/- per tonne*

(b) *Madhya Pradesh Gramin Avsanrachana Tatha Sadak Vikas Adhiniyam '2005 @ 5%on the e-Auction price.*

(c) *Entry Tax @ 3% on total amount*

(i) *Evacuation Facility charges : Rs 50/- per tonne.*

6.9(ii). 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.

7. Procedure of Coal Delivery :

By Road :

7.1 Coal company shall issue Sale / Delivery Orders to the successful bidders in terms of Clause 6.4 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 the Coal Company shall indicate the destination.

7.2 The validity period to complete lifting of coal by road shall be 45 days from the date of issue of Sale/Delivery Order. No extension of validity will be allowed in any case.

By Rail :

7.3 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.

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

7.5 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 WCL. Once the rake is allotted it shall remain valid for supply of coal as per prevailing Railway Rules.

7.6 Although loading will be the responsibility of WCL, 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.

7.7 Overloading & Under loading

(i) Any penal freight 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) Any idle freight for under-loading below the stenciled carrying capacity, as shown on the wagon, for Grade A, Grade B, Steel Grade I, Steel Grade II, Washery Grade I & Washery Grade II, Semi coking Grade I, Semi coking Grade II & 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 underloading of wagon, as per point No. (ii) shall be adjusted in the bills. Idle freight 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 for Grade A, Grade B, Steel Grade I, Steel Grade II, Washery Grade I & Washery Grade II, Semi coking Grade I, Semi coking Grade II & Washed Coal :
OR

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

7.8 The weightment at the loading end shall be final and binding for all commercial purposes.

8. Refund of EMD for Unsuccessful bidders :

In case of unsuccessful bidders, EMD shall be refunded by the Service Provider after the auction is over, on the bidder's request. However, if no such request is received the Service Provider 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 subject to the provisions at Clause 6.4 and/or Clause 6.5 of this document, and/or,

9.2 If the successful bidder does not lift the booked quantity within the stipulated validity period, the proportionate Security Deposit @Rs. 200/- per tonne 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 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.

9.3 If the Buyer cancels the order/Rake after booking, the EMD @ Rs.200/- per tonne for coal

shall be forfeited for the rake/order cancelled.

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 required, in terms of the forfeiture clause as above.

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 Scheme 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 the Service Provider.

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. 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.

11.5 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.

11.6 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.

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 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 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.

11.10 CIL/WCL 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 (Marketing & Sales) 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 WCL. Any interpretation of any clause of this will be subject to clarification by CIL, 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 Calcutta at a place to be notified by CIL. The arbitrator shall be appointed by the Chairman and Managing Director, 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)".

**GENERAL MANAGER (M&S),
COAL ESTATE, CIVIL LINES,
NAGPUR-440 001
PHONE NO. 2511121 PBX-0712-2511381 (Extension 5641),
website : www.westerncoal.in**

System for making payment for issue of Delivery Orders towards the quantity secured in the spot e-Auction by Road Mode

The system of making payment for issue of Delivery Orders towards the quantities secured by the customers under Spot e-Auction Scheme for supplies by 'Road' mode shall be as under:

1. The payment for issue of Delivery Orders against the successful bid has to be remitted only through RTGS or NEFT. No other modes of payments shall be accepted.
2. Separate payment through RTGS/NEFT has to be made against each successful bid i.e., each payment can be linked only to one Unique Bid ID. The customers are advised to be careful not to remit single payment against more than one successful bid (i.e., against more than one Unique Bid ID). To know the 'As Delivered Price' of the bidded quantity of coal against each Unique Bid ID, the customers may use the Rate Calculator provided in our website. (http://www.westerncoal.in/sales_cal/)
3. The details of bank account of WCL to which the payments are to be remitted is given below :
 - (a) Beneficiary Name : Western Coalfields Limited
 - (b) Beneficiary IFSC Code : ICIC0000104
 - (c) Mode of Payment : RTGS / NEFT
 - (d) Beneficiary Account No.: (Please choose one of the 3 options given below)

i) In case of successful bids in the events of auction held through M/s mjunction services limited:

In case of movement within the State (i.e., for movement to destinations within the State in which the Colliery is situated)	WJSW, followed by the 9 digit Unique Bid ID. For instance, if the Unique bid ID is '123498765', then the Beneficiary Account for remittance shall be “WJSW123498765”
In case of movement outside the State (i.e., for movement to destinations outside the State in which the Colliery is situated)	WJSO, followed by the 9 digit Unique Bid ID. For instance, if the Unique bid ID is '123498765', then the Beneficiary Account for remittance shall be “WJSO123498765”
If coal is for own consumption and payment of TCS is exempted upon submission of Form No. 27C	WJSD, followed by the 9 digit Unique Bid ID. For instance, if the Unique bid ID is '123498765', then the Beneficiary Account for remittance shall be “WJSD123498765”

ii) In case of successful bids in the events of auction held through M/s MSTC Limited:

In case of movement within the State (i.e., for movement within the State in which the Colliery is situated)	WTSW, followed by the 7 digit Unique Bid ID. For instance, if the Unique bid ID is '1234765', then the Beneficiary Account for remittance shall be “WTSW1234765”
In case of movement outside the State (i.e., for movement outside the State in which the Colliery is situated)	WTSO, followed by the 7 digit Unique Bid ID. For instance, if the Unique bid ID is '1234765', then the Beneficiary Account for remittance shall be “WTSO1234765”
If coal is for own consumption and payment of TCS is exempted upon submission of Form No. 27C	WTSD, followed by the 7 digit Unique Bid ID. For instance, if the Unique bid ID is '1234765', then the Beneficiary Account for remittance shall be “WTSD1234765”

4. The payments so made by using the Beneficiary Account No. as stated above shall be validated in case of those customers who had already registered their Bank Account details with WCL in terms of our earlier Notice No.NGP/WCL/S&M/RS/258 dated 25.6.2016 and Money Receipts against the successful payments shall be sent by our banker i.e., M/s ICICI Bank on the same day to the email ID of the customer registered with the Service Provider, ie., M/s MSTC Ltd. or M/s mjunction services ltd., as the case may be. No Money Receipt shall be issued in respect of such payments that cannot be validated due to non-registration of the bank account details with WCL and/or in case of payments made using an incorrect Beneficiary Account No. Therefore, the successful bidders should ensure that their bank account details are registered with WCL before remitting the payment.
5. Customers act of depositing the payment for issue of Delivery Order against the successful quantity (which is identified by the Unique Bid ID) by using the correct Beneficiary Account No. as stated above, shall be treated as the application for release of coal and no separate application need to be submitted to WCL.
6. The case of payment received that is sufficient for release the entire bid quantity against the Unique Bid ID shall be processed for issue of Delivery Order. In case the payment made by the customer is found to be insufficient for issue of Delivery Order for the entire bid quantity against the Unique Bid ID, the customer shall be given the opportunity to pay the differential amount, provided such amount is remitted within the due date and such cases shall be taken up for issue of Delivery Order after the expiry of the due date notified for payment.

7. The Delivery Order shall be generated in hard copy as at present and the same need to be collected by the customers from this office. Intimation about availability of the D.O for collection from this office shall be sent to the customer' email ID as registered with the Service Provider, along with the soft copy of the D.O in PDF format. The soft copy of the D.O so forwarded shall only be for the information of the customers. The delivery of coal from the collieries shall be permitted by our Area Office only upon submission of the hard copy of the D.O issued by this office, as at present.
8. The customers are advised to be careful while indicating the Beneficiary Account No., at the time of remittance of the payment as the codes contained in Beneficiary Account No. shall form the basis as to whether the Delivery Order issued shall be valid for movement of coal within the State or Outside the State or it shall be issued by mentioning a specific destination.
9. The payments made under the system can be validated only after the data related to the successful bids are uploaded in the system of the Bank. Any payment made before the data is uploaded in the system of the Bank cannot be validated. Therefore, the customers are advised not to remit the payment against the successful bids on the very day of the event of the auction. The payments be remitted only after 1.00 P.M. of the working day following the date of the auction to avoid the risk of non validation of payments.
10. As already advised vide our Notice No.NGP/WCL/S&M/RS/285 dated 6.7.2016, the customer desiring to use the secured coal only for self consumption and seeking to avail exemption from payment of TCS are requested to register with this office the destination to be mentioned in the Delivery Order, along with Form No.27C which shall be valid for the entire financial year of 2016-17.
11. In case of other customers, the Delivery Orders shall be issued by either mentioning "Within State" or "Outside State" and the choice of destination has to be made by the customers at the Areas while lifting the coal.

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Modalities in case of Price Revision of Coal offered under Spot e-Auction by WCL

Inter-alia in the terms and conditions of SPOT E-AUCTION SCHEME 2007, the additional modalities in case price revision may be read as under:

“ Auction shall be conducted on the floor price i.e, reserve price for each source/lot. Bid price shall be expressed in terms of percentage premium over notified price on the date of bidding. Percentage premium will remain constant throughout lifting period of the particular spot e-Auction. Bid price shall be subject to revision with the changes in notified price of coal, if any. Revised bid price shall be calculated by adding percentage premium over the revised notified price prevailing on the date of supply. Change in bid price shall only be upward in nature i.e, only upward notified price revision shall be considered. In case of downward revision of notified price, the bid price at the date of bidding shall prevail at the time of supply”

===XXX===

Modalities for Special Spot E-auction 2020-21

Western Coalfields Limited is pleased to inform that Special Spot E-auction 2020-21 will be held for total offer of 3.5 Mill Tes of coal for the consumers/traders. The basic eligibility criteria for the prospective consumers shall remain same as clause I of existing Spot e-auction scheme of CIL.

Special Spot E-auction 2020-21 will be conducted as per the terms and conditions followed under existing Spot E-auction Scheme with some modified modalities for operative convenience as part of 'ease of doing business' at WCL. The modalities of Special Spot E-auction 2020-21 will stand modified to the following extent.

The total validity of period of lifting of coal under the Special Spot auction would be up to 15th September, 2020. Following is proposed in respect of scheduling of lifting and validity:

1. The reserve price will be at NIL Premium over the notified price of coal for non-power sector.
2. WCL shall notify the final Source and Grade wise reserve price of coal on their websites and convey the same to service providers with copy to CIL.
3. Bidders will have to bid for Source-wise grade-wise mode-wise quantity. The total validity period of lifting of coal under the Special Spot auction would be up to 15th September, 2020.
4. The successful bidder has to submit the Monthly Scheduled Quantity(MSQ) within 7 days of Special Spot e-Auction. The successful bidder and the coal company would be mutually deciding the Monthly lifting schedule.
5. Successful bidder would be required to make the payment for Monthly Schedule quantity by the last day of the preceding month. However, any rescheduling of MSQ, if needed, will be decided mutually by bidder and Coal Company.
6. For cash value paid order separate sale delivery order shall be issued by the coal company. Validity period for completing lifting shall be 45 days with provision for extension till 15th September, 2020 in case of road despatch.
7. In case of rail despatch, rail programme shall be submitted by the successful bidder in sync with the mutually agreeable delivery schedule, by the last day of the preceding month upon which Coal Companies shall be issuing consents to Railways.
8. Validity period for making payment to seek allotment of rake/rakes is 45 days from the date of issuance of consent by the coal companies.
9. Once the rake is allotted the validity for loading is guided by the prevailing Railway Rules
10. In case of forfeiture in respect of lifting, the account would be reckoned at the end of 15th September, 2020.
11. The minimum quantity for bidding would be 50 tonnes and bid multiple would be in the multiple of 50 tes for Road mode sources, where as in case of Rail the minimum

quantity for bidding would be 1(one). Rake and bid multiple would be in the multiple of 1(one) rake. 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 e-auction of coal companies.

12. All interested registered bidders shall be required to deposit in advance non-interest bearing EMD with respective service provider for Rupees 200/ton exclusive of taxes, duties and other charges as applicable for the intended quantity of coal they want to bid for before participating in Special Spot E-Auction. This may be paid upfront by way of Bank Draft / Bankers P.O or by way of e-transfer.
13. Participants will have the option of submission of EMD in the form of Bank Guarantee (BG) also. The format of BG is enclosed herewith. The conditions of submitting BG is as follows:
 - (i) Which shall be Rupees 200/ton for the intended bid quantity in terms of Basic price excluding taxes duties and other charges.
 - (ii) Such BG to be submitted separately for WCL, if the Bidder intends to participate in e-auction for more than one subsidiary.
 - (iii) The BG may be drawn in favour of WCL from any Structured Financial Messaging System (SFMS) enabled scheduled commercial banks through SFMS platform only. The beneficiary bank will be State Bank of India, Kingsway Branch, Nagpur (IFSC Code No. SBIN0000432) for acceptance of BG as beneficiary. It may be ensured that the said BG is Operative at bank's branch in Nagpur.
 - (iv) The validity of the BG shall be at least throughout the pendency of lifting plus 90 days which will be extendable as desired by the concerned coal companies in case of Rail supply.
 - (v) The copy of the Bank Guarantee has to be handed over to the Service Provider as confirmation of BG. However, in spite of effort if WCL fails to get required BG conformation from the nodal 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.
 - (vi) After completion of the auction, the BG of the successful bidders will stand transferred to WCL along with copy of the BG collected/obtained from the Beneficiary Bank, by the Service Provider. The coal company will verify the BG of successful bidders from issuing branch. Supply of coal will start only after receipt of conformation from the issuing branch subject to deposition of payment towards coal value by the consumers.
 - (vii) In the event of failure of the Bidder to deposit the coal value for lifting of coal the BG will be encashed by the WCL.
 - (viii) In case of falsification in BG, the concerned Bidder will be blacklisted. Also, any amount equivalent to EMD in credit of any subsidiary of CIL the same will be forfeited.

- (ix) Minimum quantity for submission of BG: Road- Minimum intended bid quantity will be 4000 tes. & Rail-Minimum intended bid quantity will be equivalent to one Railway Rake & in multiple. 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 e-auction of coal companies.
14. As long as EMD is available in the registered consumer's account with the Service Providers, the consumer can participate in this auction conducted by any coal company of CIL through the particular Service Provider. In other words, it may be 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.
15. The bidders, who will submit EMD in terms of BG for participating in Special Spot E-auction, after being successful in auction will have to deposit coal value in full to the respective Coal Company for the quantity to be lifted in each month, in other cases, EMD as converted to Security deposit will be adjusted with Coal value to be paid as per schedule by buyers.
16. The bidders, who are already registered to service providers for Spot e-auction are eligible to participate in Special Spot E-auction 2020-21 subject to fulfilling other conditions of this auction & by submitting required EMD. Other prospective buyers who are not registered, required to register them to service providers for providing in Special E-auction.
17. Special Spot E-auction will be carried out by the service providers under the existing agreement.

The other terms and conditions of the Special spot e-auction in respect of Eligibility, Registration, Notification, Bidding process, Post e-auction process, Refund etc. will continue to be in line with Existing Spot e-auction scheme.

General Manager(M&S)

**BANK GUARANTEE FORMAT
FOR EMD CUM SECURITY DEPOSIT
(Special Spot E-auction)
On Rs. 50/- Non judicial Stamp Paper**

Date of Issue: -----

Effective Date: -----

Expiry Date: -----

Value of B.G: -----

- I. [The Chairman – cum- Managing Director,
[Name of Subsidiary Coal Company]
[Address of Subsidiary coal company]

In consideration of the offer for coal through Special Spot E-auction 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 Earnest Money Deposit (EMD) for the purpose of participating in the Bid and the said EMD to be converted to Security Deposit and maintained with the Seller, once successful in the said Bid as per the terms of the Spot E-auction Scheme.

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 9(Nine) 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 9(Nine) 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 9(Nine) 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, _____ (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 Kolkata:
Telephone No. of the local operating branch in Kolkata:
Fax No. of the local operating branch in Kolkata:
E-mail address of the local operating branch in Kolkata:

Signature of the Bankers
With date & Rubber Stamp