

Scheme for Sale of OB through e-auction

**WESTERN COALFIELDS LIMITED**  
**OFFICE OF THE GENERAL MANAGER (BUSINESS DEVELOPMENT)**  
**COAL ESTATE , CIVIL LINES, NAGPUR – 440 001.**  
Ph.No. (0712)-2515284, email: [gmnewtechnology.wcl@coalindia.in](mailto:gmnewtechnology.wcl@coalindia.in) ,  
[gmbd.wcl@coalindia.in](mailto:gmbd.wcl@coalindia.in)

### **Notice for Pre-E-auction Conference Meeting**

A Pre-NIT Meeting through Hybrid Mode i.e. Physical as well as through Video Conference (VC) will be held on **17.01.2023** at 11.30 A.M. at WCL, HQ. **COAL ESTATE, CIVIL LINES, NAGPUR – 440 001** with prospective bidders to discuss and finalized the NIT for following job:

**Name of Work**: Scheme for Sale of Overburden (OB) from Bhanegaon OCM of Nagpur Area through E-Auction

**Web link:**

<https://westerncoalfields.webex.com/westerncoalfields/j.php?MTID=m6a204a064452c5a5212e05d3dbd7865a>

Tuesday, Jan 17, 2023 11:30 am | 4 hours | (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi

Meeting number: [2516 755 7831](#)

Password: bwTNYpTn627

Join by video system

Dial [25167557831@westerncoalfields.webex.com](mailto:25167557831@westerncoalfields.webex.com)

You can also dial 210.4.202.4 and enter your meeting number.

**DRAFT SCHEME FOR E-AUCTION OF OB FROM BHANEGAON OCM, NAGPUR AREA is given below.**

**WESTERN COALFIELDS LIMITED**  
**(A Subsidiary of Coal India Limited)**  
**Coal Estate, Civil Lines, Nagpur**

***SCHEME FOR SALE OF OVERBURDEN (OB)***  
***FROM***  
***BHANEGAON OCM OF NAGPUR AREA***  
***THROUGH E-AUCTION***

**Introduction:** Western Coalfields Limited (WCL) is one of the eight Subsidiary Companies of Coal India Limited (CIL) which is under administrative control of Ministry of Coal. The Company incorporated under the Companies Act, 1956 has its registered office at Coal Estate, Civil Lines, and Nagpur – 440001. WCL has been conferred "Miniratna" status on 15th March'2007. It has mining operation spread over the states of Maharashtra (in Nagpur, Chandrapur & Yeotmal Districts) and Madhya Pradesh (in Betul and Chhindawara Districts).

Opencast mining is developmental activity for removal of overburden (OB) spread over in situ coal seam for extraction of coal. The overburden thus removed is dumped on an external surface and the fragmented rock is heaped in the form of overburden dumps till sufficient space is created for internal back filling. This requires acquisition of land adjoining/nearby coal bearing area. Further this overburden dumps need to be re-handled at the time of closure of mine for land reclamation. Even after internal backfilling huge amount of overburden remains on external surface due to swelling factor. This overburden may be sold in the market at a fair value to prospective consumers to use as a raw material for extraction of sand, pebbles and clay, material for filling roads, other civil construction use, etc. In this regard a scheme was prepared for sale of overburden from Bhanegaon OC Mine (where sand content is more than 65%) and got approved in in December 2022. This scheme is initially applicable to the Bhanegaon OC Mine having overburden with sand content more than 65%.

### **Purpose of Special Forward e-auction of OB from Bhanegaon OCM**

The purpose of special forward e-Auction is to generate revenue to the company on and above the floor price through competitive bidding by providing equal opportunity to all intending Buyer(s)/consumers to purchase OB through single window service. The Special Forward e-auction is to facilitate wide ranging access across the country to book OB on-line for all prospective OB Buyer(s)/consumers enabling them to buy OB through a simple, transparent and consumer friendly system of marketing and distribution of OB. The prospective bidders / traders shall be allowed to process the OB further to produce required quality sand, gravel & clay as per their discretion.

The Overburden from Bhanegaon OCM, Nagpur Area (having sand content more than 65%) will be offered for sale at floor price Rs 207/- per cum (excluding Loading, Transportation, Royalty, GST and other applicable taxes if any) as approved in 347<sup>th</sup> meeting of Board of Directors held on 16<sup>th</sup> Dec 2022. Considering the availability of huge quantum of OB in Bhanegaon OCM, it is proposed to sell the bulk quantity to the successful Buyer(s) for minimum period of 5 (Five) years with long term agreement through special forward e-Auction route.

- 1. Objective:** The special forward e-auction scheme is aimed to sale an earmarked quantity of OB (having sand content more than 65%) available at Bhanegaon OCM dump to the prospective OB Buyer(s).

The purpose of special forward e-auction is to generate revenue to the company, on and above the floor price through competitive bidding by providing equal opportunity to all intending Buyer(s) to purchase OB through single window service. The Special Forward e-auction is to facilitate wide ranging access across the country to book OB on-line for all prospective OB Buyer(s) enabling them to buy OB through a simple, transparent and consumer friendly system of marketing and distribution of OB.

2. **Eligibility:** Any Indian Buyer(s) (viz. individual, partnership firm, companies etc.) can participate in e-auction for procurement of OB.
3. **Methodology of offer and sale of OB in e-auction:** The Concerned Area of WCL will appoint service provider for conducting e-auction. Business Development Department of concerned Area shall earmark the OB dump after ensuring the sand content more than 65% to be offered for sale in bulk quantity (not less than 15.0 Lakh cum) with due approval of AGM of concerned Area and inform to the Service Provider well in advance for conducting the e-auction by hoisting on the website of the Service Provider. The information shall also be made available on WCL website by Business Department of concerned Area.

The Offered quantity of OB for sale with relevant details of e-Auction, Terms & Conditions of Sale as well as its modalities/procedures shall be duly put on the website of the Service Providers well in advance and also e-mail to the eligible Bidders registered with the Service Providers.

**4. Registration:**

- 4.1 To participate in special forward e-auction, OB Buyer(s) shall be required to register himself/itself with respective service provider nominated/appointed by WCL. For such registration, a Buyer(s) shall be required to complete all necessary procedural by making an application to the nominated/appointed service providers of WCL in the prescribed format available on the website of the respective service provider along with certified copies of valid documents.
- 4.2 Only such prospective Buyer(s) will be allowed to participate in the e-auction, who shall be duly registered with the Service Provider through on-line registration in a prescribed format (duly displayed on the website of the Service Provider). The Service Provider shall also be required to provide registration facility from his front-office(s), based on the Key identification parameters furnished by the prospective Buyer(s) for the purpose. The service providers shall charge nominal fees from the prospective OB bidder(s) towards Registration. All registered Buyer(s) shall be entitled to participate in the e-auction for OB.
- 4.3 The bidder shall be responsible for ensuring to keep the registration valid, and for the purpose, the consumer/bidder will keep all the documents valid throughout the period right from bidding up to completion of lifting. The application shall be made along with the required documents such as copy of

Income Tax return (latest), PAN Number, GST Registration Certificate, SSI Registration, Trade License, if applicable, Passport size photograph, etc. as prescribed by the Service Provider.

- 4.4 After registration, all prospective bidders shall 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 which service riders will be available in their respective website. The Service Provider shall issue "Photo Identity Cards" to their registered Bidders, duly authenticating the identity and the signature of the registered Bidders & indicating a "Unique registration number" to them. The Unique registration numbers of the registered Bidders shall be communicated to WCL by the Service Provider. The features to be indicated in the Photo ID Card shall be in compliance of the requirement of the e-Auction Scheme in vogue.
- 4.5 The prospective bidder must get themselves registered within an approved certifying agency and obtain digital signature for their authentication/proving genuineness which would enable them to participate in the auction. The consumers/prospective bidders are required to contact their respective service provider in this regard for clarification and guidance, if required by them.
- 4.6 Only one registration will be done against one PAN number. However, for more than one unit, having independent valid sales tax /GST registration, more than one registration against one PAN number can be considered. In such cases, the details of valid sales tax/GST registration against each consuming it 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 for factory license for such units and the same will be indicated in each "Photo Identity Card".

**Photo ID Cards:**

The service provider shall issue "Photo Identity Card" to their registered bidders duly authenticating the identity and signature, indicating a "Unique Registration Number" allotted to them. The "Unique Registration Number" of the registered bidders shall be communicated to the WCL by the Service Provider. The details of the GST registration number as well as consumers status of the applicant unit shall also be duly incorporated in each photo identity card.

The service providers shall obtain / process to obtain license of CA from CCA, certifying agency under Govt. of India for issuing Digital Signature to the Registered Bidder(s) or obtain Digital Signature of Registered Bidder(s) for the purpose of participation in the Bidding process from any of the licensed CA's approved by Govt. of India. The Digital Signature so provided will be verified by Service Provider for Registered Bidder(s) along with the user name password for participation in e-Auction.

**5. Earnest Money Deposit (EMD):**

- 5.1 All Interested registered bidders / Buyer(s) shall be required to deposit in advance non-interest bearing EMD with respective service provider for such an amount as would cover 5% of the reserve price for the intended bid quantity in terms of basic price of OB exclusive of taxes, duties and other charges as applicable before participating in Special Forward e-auction. This may be paid upfront by way of e-transfer.
- 5.3 As long as the EMD corresponding to at least Minimum Bid Quantity or more is available in the registered consumer's account with the Service Provider, the consumers can participate in the e-auction conducted by WCL for sale of OB through service provider.
- 5.4 The Service Provider shall thereafter maintain accounting of transactions of Earnest Money of individual registered Bidder through "e-ledger" & shall furnish statement of transactions of Earnest Money of each registered Bidder to WCL for information. The Service Provider will be required to maintain on line e-ledger for all the registered OB Bidders which will update itself regularly with the deposition of Earnest Money by the prospective OB Bidders in the nominated Banks for the purpose.
- 5.5 Similarly, Earnest Money account shall be updated/adjusted during Bidding/completion of Bidding for the successful OB Bidders as well as refunds made to the depositors by the Service Providers based on OB Bidders' application. The transfer of Earnest Money to WCL for the successful Bids shall be made soon on completion of bidding process on the same day or till next working day.
- 5.6 During participation in e-auction, the system will ensure that the Bidder can Bid at any point of time only up to the amount of Earnest Money available in his account. In no case the Bid quantity of the Bidder, in any concurrent auction, will exceed the Earnest Money amount available in the Bidder's account at any point of time.

In the event the Bidder becomes successful in the auction, the required Earnest Money amount corresponding to the successful Bid quantity shall be transferred by the Service Provider to the WCL. The Service Provider shall also maintain/up-date transactions taking place in registered Bidder's Earnest Money account, so that the registered Bidder is in a position to check the balance Earnest Money position either on-line or by approaching any front-office of the Service Provider. The Service Provider will also be required to generate a "Money Receipt" for each successful Bidder indicating the amount so transacted from his Earnest Money account towards a particular transaction.

- 5.7 In the absence of any application from a particular Bidder for refund of his part Earnest Money corresponding to the unsuccessful Bid quantity, the unutilized part of Earnest Money of Bidder, shall be credited back to the Earnest Money

account of that Bidder soon after the completion of auction and reflected accordingly in the e-ledger maintained by the Service Provider accessible to the Bidder on-line as well as through a front office of the Service Provider.

- 5.8 Based on application for refund of part Earnest Money from unsuccessful Bidder, the corresponding Earnest Money amount of that unsuccessful Bidder, blocked for a particular transaction in an auction, shall be arranged to be refunded by the Service Provider directly to the concerned registered unsuccessful Bidder, within 3 (three) working days from receipt of such application (either on- line or in person through front-offices, as may be preferred by the unsuccessful Bidder). In the absence of any application, automatically the unutilized portion of earnest money shall be credited soon after the completion of each auction (within 07 working days) back to the Earnest Money account of the Bidder and reflected in his e-ledger maintained by the Service Provider.

## **6.0 Methodology**

- 6.1 The e-auction for OB Buyer(s) shall be conducted for a period of 5 (five) Years (60 months).
- 6.2 The Buyer(s) shall be required to bid for a minimum quantity of 5 (five) lakh cubic meter. However, the Buyer(s) can bid from minimum bid quantity to entire lot of OB offered (i.e.15 lakh cubic meter) in the e-auction corresponding to the amount of Earnest Money submitted by the Buyer(s).
- 6.3 The program for e-auction of OB will be notified minimum 30 days in advance from the date of commencement on WCL's website. The program shall be intimated to the respective service provider for hoisting the same at their website also for information of all interested consumers.
- 6.4 The service provider shall conduct the e-auction of OB as per the program notified by WCL in its website and in the website of the service provider conducting the e-auction.
- 6.5 The date, time and period of the e-auction as notified in advance including closing time on portal of service provider shall be adhered except in force majeure situations. However, the closing time of the 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.
- 6.6 Before participating in the auction, bidders must satisfy themselves with the quality of OB being offered from a source.
- 6.7 Suitability of OB material shall be examined / analysed by the Buyer(s) before participating in e-auction process. There will not be any joint/ third party sampling facility extended to any Buyer(s). Refusal on account of non-suitability and /or sub-standard quality for the allotted quantity of OB after allocation of the quantity shall not be acceptable.

- 6.8 Prospective Buyer(s) are entitled to bid for the Minimum Bid quantity to entire lot of OB to the extent of amount of earnest money as Security deposit which is available with the service provider in the business account at the time of bidding.
- 6.9 The Buyer(s) 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.
- 6.10 The Buyer(s) while Bidding shall give their "Bid Price" in Indian Rupee per Cubic metre as base OB price, exclusive of other add-ons like statutory levies, taxes, cess such as royalty, District Mineral Foundation (DMF) Fund, National Mineral Exploration Trust (NMET) Fund, transit book cost, Goods and Services Tax (GST) & any other charges as applicable at the time of delivery etc. which shall be paid by the Buyer(s) in addition to Bid Price as applicable at the time of delivery.
- 6.11 The Buyer(s) shall offer his Bid Price (per cubic meter) in the increment of Rs. 2/- (two rupees) during the normal e-auction period. During the extended period of first two (2) hours, the Buyer(s) shall offer his Bid Price in the increment of Rs.5/- (five rupees). Beyond this extended period of two hours the Bid price increment would be Rs.10/- (ten rupees).
- 6.12 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 as long as the offered quantity is available for allocation.
  - b) If two or more Buyer(s) bid the same highest price, precedence for allotment will be accorded to the Buyer(s) who has placed the bid for the higher quantity.
  - c) In case two or more Buyer(s) bid the same price and the same quantity, precedence will be given to the Buyer(s) who has accorded his bid first with preference to time.
- 6.13 While maintaining secrecy of Buyer(s) identity, the website shall register and display on screen the lowest successful bid price at that point of time. The system will not allow a Buyer(s) to bid in excess of his entitled quantity as per his Earnest Money. However once a Buyer(s) is out-bid by another in part or full that particular Buyer(s) shall become eligible for making an improved bid.

## **7. Conversion of EMD into a Security Deposit (SD):**

- 7.1 The 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 Buyer(s) to personally see and download the result displayed on website, on the same date after close of e-auction.
- 7.2 The Quarterly Scheduled Quantity (QSQ) (in cum) will be prepared by dividing with the corresponding amount of quarters (20 quarters in 05 years). However,



the quantity of QSQ may be reconciled with the mutual consent of concerned area of WCL & Buyer(s).

- 7.3 The complete OB value to be deposited in advance by the successful bidders that shall be computed and deposited on quarter-to-quarter basis against the quarterly schedule quantity (QSQ) by Buyer in account of the concerned Area.
- 7.4 Earnest Money amount corresponding to the monthly scheduled quantity shall not be treated as an adjustment towards the OB value and shall be converted as "Security Deposit" for performance of the bidders towards completion of the contract. The Security Deposit shall be adjusted in the last quarter (i.e. last quarter of 5<sup>th</sup> year) subject to no default in lifting against previous Delivery Order(s). However, in the event of default in performance by the bidder, the provision of forfeiture of the "Security Deposit" as stipulated in this document shall be applicable.

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

- 8.1 The successful bidders after said auction is required to deposit the OB value at the time of delivery for the Quarterly Scheduled Quantity (QSQ), 10 days (working days) prior to start of that quarter at concerned Area as mentioned in clause No.8.3 below.
- 8.2 The successful Buyer(s) shall procure, transit pass from District Collector / District Mining Office for the said quantity of OB by depositing Royalty, District Mineral Foundation (DMF) Fund, National Mineral Exploration Trust (NMET) Fund, transit book cost & any other charges as applicable on behalf of WCL. The royalty statement along with copy of transit passes will be submitted on quarterly basis by Buyer(s) to the office of concerned area.
- 8.3 It may be noted that for issuance of DO of the concerned quarter and subsequent supply of OB for that quarter shall start only on payment of OB volume for the QSQ along with applicable GST & Other taxes by the successful Buyer(s) in addition to procurement of transit pass from District Collector / District Mining Office for the said quantity of OB by depositing Royalty, District Mineral Foundation (DMF) Fund, National Mineral Exploration Trust (NMET) Fund, transit book cost & any other charges as applicable on behalf of WCL. The payment as made against Royalty, District Mineral Foundation (DMF) Fund, National Mineral Exploration Trust (NMET) Fund, transit book cost & any other charges as applicable will be borne by Buyer(s) and will not be reimbursed by WCL.
- 8.4 The payments on allocated quantity of OB value along with applicable GST & Other taxes shall be made through electronic transfer, RTGS/NEFT. The bank account details for payment through RTGS/NEFT are as below:
  - a) Name of the Bank
  - b) Branch

c) Bank A/c No.

d) RTGS No.MICR no.

- 8.5 The successful Buyer(s) shall pay any additional sum of money 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.
- 8.6 Statutory levies payable over and above the quoted price of OB value shall be as per prevailing rates will be applicable to the Buyer(s) on the date of delivery including loading arrangement, freight etc. Any increase in statutory charges shall be applicable prospectively or retrospectively as per notifications issued from time to time will be notified / hoisted on website by the WCL and the same shall be paid by the Buyer(s).
- 8.7 The supply / booking schedule for the first month may have variation and may be notified by the WCL separately depending upon time available to expedite the dispatch.

## **9 Terms & Conditions for supply of OB**

- 9.1 Once the value for OB along with applicable GST & Other taxes is deposited by the Buyer(s) as per the terms of payment stated supra is realized, delivery orders shall be issued within 10 days subject to payment of Royalty and other applicable taxes at concerned Office of the District Collector. The delivery orders and delivery challans issued by the WCL shall indicate destination of the OB Buyer(s) on the sale / delivery orders. The Buyer(s) has to submit the option before the issue of the Sale / Delivery Order for movement of the OB "within state" or "outside state" and the Sale / Delivery Order would indicate the same accordingly. However, the challan issued by the WCL shall indicate the destination.
- 9.2 The validity of OB lifting will be for the quarter for which payment has been made. The quarters (04 months) shall be considered with start of lifting and the un-lifted quantity of OB in any quarter of that year shall be adjusted in the same year (i.e. end of 04 quarters starting from 1<sup>st</sup> quarter and thereon). The quarterly quantity may increase from the QSQ in subsequent quarters, which may be fixed with mutual consent of Buyer & WCL.
- 9.3 The amount paid by buyer corresponding to the un-lifted quantity of OB along with applicable GST & Other taxes in any year will be withheld by WCL and the same will be accumulated for five years.
- 9.4 At the end of the contract, i.e. 05 years, damages to the extent of the 10% of the amount of the un-lifted quantity of OB or entire Security Deposit whichever is lower will be deducted by WCL and Buyer will have no claim on the quantity

or the amount paid by buyer in lieu of the damages. However, the total amount of damages shall not exceed the Security Deposit of the buyer.

9.5 If Buyer(s) defaults to pay amount corresponding to QSQ in 02 (two) consecutive quarters, WCL has a right to terminate the buyer(s) and upon termination entire EMD/Security Deposit will be forfeited. Further, the buyer on termination will be debarred to participate in future e-auction of WCL for 01 year.

10 **Weighment (Measurement): The measurement shall be done by any of the following methods-**

a. The weighment of the loaded OB truck shall be done by electronic weighbridge of WCL. The weighted quantity of the loaded OB truck will be converted into cubic meter by conversion factor (tonne to cubic metre). Conversion factor shall be determined at the start of contract by Area Committee consisting of WCL officials and Buyer/ Buyer's representative which shall be duly approved by the AGM of concerned Area. However, conversion factor may be re determined as desired.

or

b. The volumetric measurement shall be done by WCL by installing suitable electronic device at appropriate place after loading.

In case of non-availability/non-functioning of the aforementioned electronic devices, the volumetric measurement shall be done through Dip- Stick method by WCL. Any one of the above methods shall be allowed at a time.

The weighment/ measurement done as above shall be final and binding for all commercial purposes. The calibration and authentication of electronic device shall be done as per norms.

11 **Refund of OB value:** The balance OB value of the un-lifted quantity after the completion of contract, i.e. at the end of 05 years and on issue of completion certificate by AGM of the concerned Area shall be refunded to buyer subject to payment of damages as per Clause 9.3 and Clause 9.4 of terms & Conditions of supply of OB.

12 **General Terms & Conditions**

12.1 All terms and conditions of e-auction scheme shall be subject to standard force majeure conditions as applicable that are as follows:

12.2 Should Force Majeure prevent or hinder the execution by either party of any of its obligations under this Contract, then the parties so affected shall be excused performance of its obligations for so long as such performance is thereby prevented or delayed. Both parties shall make every reasonable effort to minimize the effects of Force Majeure upon the Contract as far as possible.

- 12.3 The affected party shall notify the other by fax immediately but not later than 72 hrs from the time of occurrence of Force Majeure and confirm forthwith thereafter By registered letter enclosing therein reasonable evidence. Should the effect of Force Majeure last more than ninety (90) consecutive days, the parties to the Contract shall settle further execution of the Contract in an amicable way and arrive at an agreement within a reasonable time limit.
- 12.4 For the purposes hereof "Force Majeure" shall means and include Acts of God, War, Hostilities, Riot, Civil War, Insurrection or Civil Commotion, Malicious Damage, Blockades, Embargoes, Strikes and Lockouts, Sabotage, Explosions, Government Actions or non actions, Earthquake, Flood. Fire or other natural physical disaster, Plague or other epidemic, or any other reason which is beyond the control of the party claiming force majeure which prevent or hinder the carrying out of obligations under Contract.
- 12.5 Immediately after e-auction is concluded, the buyer and concerned area of WCL shall frame QSQ for 05 years time frame and buyer has to adhere to the program.

However, the Date of Commencement may be decided with mutual consent with the buyer after execution of the agreement with concerned area of WCL within 21 days after e-auction.

If buyer without reasonable cause or valid reason commits default in Execution of agreement, the concerned area of WCL shall without prejudice to any other right or remedy be at liberty, by giving 15 days notice in writing to buyer to execute the agreement, failing which to forfeit the Earnest Money/ Security Deposit deposited by him.

Additionally, the WCL shall debar such defaulting Buyer(s) from participating in future e-auctions in WCL for a period of minimum 01 (one) year from the date of issue of such letter.

However, Buyer(s) may request the company in writing for extension of time giving full reason for the delay in execution of agreement within the aforesaid date which the company may consider on basis of merit and may allow reasonable extension of time. Such extension shall be communicated to Buyer(s) in writing by the company within 07 days from the date of receipt of such request.

Buyer(s) shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him.

- 12.6 **EXTENSION:** Unless priorly terminated in accordance with the terms of the Agreement, the Agreement shall remain in force for 05 (five) years starting after execution of Agreement with the right of WCL for extension of contract period up to 30% of the work/agreement value at existing terms and conditions, as set out in the Contract.

- 12.7 Buyer(s) must always ensure to keep their e-mail address valid. In any case Buyer(s) 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.
- 12.8 Buyer(s) 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 Buyer(s) before the bid is registered.
- 12.9 There is no provision for bidding in decimals. The Buyer(s) shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint or representation will be entertained by the service provider / WCL in this regard.
- 12.10 The decision of the Director Technical in-Charge of Business Development WCL in matters related to this election shall be final and binding on the Buyer(s).
- 12.11 The Quantities mentioned in notices shall be only indicative and may undergo a change depending on factors like actual removal of OB, bottlenecks in OB transportation to the earmarked site etc.
- 12.12 WCL reserve the right to cancel the sale of OB under this e-auction from indicated 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.
- 12.13 WCL reserves the right to change the location/source of OB in the mine premises 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.
- 12.14 WCL reserves their rights to amend / modify the terms and conditions contained herein in full or in part at any point of time to the extent of any change in the law / statute and no Buyer(s) shall have any right whatsoever to raise any claim in that regard on that count.
- 12.15 While the sale under e-auction is independent both parties shall be entitled to claim and recover from the other any access or differential tax and statutory levies as provided in clause 8.5 & 8.6 at any time within a period of 5 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.

- 13 **Acceptance of Terms and Conditions:** The Buyer(s) has to accept the Terms & Conditions before participating in e-auction and also before issue of Delivery Order.
- 14 **Dispute Resolution/Arbitration:** In the event of any dispute, Bidder / Buyer(s) is necessarily required to represent in writing to the Area General Manager of concerned Area, 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 Business development (BD) Department of WCL.
- 15 Any interpretation of any clause of this will be subject to clarification by WCL, 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 Nagpur. The arbitrator shall be appointed by the Chairman and Managing Director, WCL upon written request in this behalf. The award rendered by the Arbitrator shall be final and binding on the parties.
- 16 **Modalities for Sale of OB after e-auction.**
  - 16.1 **Agreement:** The selected Buyer(s) after e-auction is required to enter in to an agreement with concerned Area of WCL for procuring / lifting of OB and shall submit the consent to pay the corresponding amount for OB, royalty and applicable taxes, personal details etc. along with No Objection Certificate (NOC) from the Office of the District Collector for procuring OB from WCL.
  - 16.2 **Statutory clearances & submission of applicable Levies, Duties and Taxes:**
    - a) The selected Buyer(s) shall procure Transit Slip by payment of Royalty, DMF, NMET & Transit Slip Charges, etc. at prevailing rates to District Authorities / State Govt for procurement of OB on behalf of WCL.
    - b) The Buyer(s) has to comply with the directives of Central Govt. / State Govt. amended time to time for procurement of OB.
    - c) The Buyer(s) has to obtain necessary permission from the concern District Authority for procurement of OB from mines of WCL.
    - d) The required returns of Royalty, DMF, NMET, Transit slip payments etc as per statute will be submitted to concern District Authority by the buyer on behalf of WCL.
  - 16.3 **Terms of Payment:** Advance payment along with applicable GST & Other taxes for the allotted quantity of OB as per QSQ arrived on mutual basis (excluding Loading, transportation, Royalty and other applicable taxes, if any) shall be paid by Buyer(s) to WCL. The payment will be remitted by Buyer(s) through RTGS/ NEFT into the bank account provided by the concerned area. No other modes of payments will be accepted.
  - 16.4 **Acceptance & Issuance of Delivery Order (DO):**

- a) On agreement as mentioned above, Buyer(s) shall make advance payment along with applicable GST & Other taxes for allocated quantity of OB as per QSQ by way of electronic transfer via NEFT/RTGS within 10 days from date of agreement.
- b) Buyer(s) has to make payment towards Royalty, DMF, NMET & Transit Slip Charges, etc. to concern District Collector / State Govt for requested quantity at prevailing rates on behalf of WCL for procuring Transit Passes (TP) within 21 days from date of agreement.
- c) Concerned Area shall issue Delivery Order (DO) to the Buyer(s) within 10 (ten) working days after advance payment for allocated quantity of OB & procurement of Transit Pass, indicating the all terms and conditions for loading & transportation of OB to be provided from the mine.

#### **16.5 Delivery of OB:**

- a) WCL shall issue Sale / Delivery Orders to the Buyer(s) after realization of payment. The Buyer(s) has to submit the option before the issue of the Sale / Delivery Order for movement of the OB “within state” or “outside state” and the Sale / Delivery Order would indicate the same accordingly. However, the challan / TP issued by the WCL shall indicate the destination.
- b) The Transit Pass as issued by the concerned Office of the District Collector shall be recorded with the vehicle details along with other required information for transportation of OB in the online system before loading & dispatch of OB from the mine.
- c) Only GPS enabled vehicles will be engaged by Buyer(s)s for transportation of OB.
- d) Road worthiness of vehicles, valid Driving License, Registration Certificate (RC Book), PUC and other relevant documents as per RTO norms shall be ensured by Buyer(s).
- e) Loading & Transportation of OB shall be executed by buyer adhering the directives issued from the Office of the District Collector and concerned Area General Manager of WCL.
- f) The measurement of OB shall be as per Clause No. 10
- g) Loading and Transportation of OB are in the scope of Buyer(s) and loading of OB in trucks shall be done round the clock and on mutually agreed basis.
- h) Buyer(s) should ensure that the truck/tipper entering the premises of mine site and leave the premises of mine site within prescribed time as set by mine authorities for smooth operation and dispatch of OB from the mine site.
- i) Buyer(s) shall strictly follow the any other guidelines/directions as issued by the Mine Authority/ AGM.

**16.6 General Terms & Conditions: In addition to terms and conditions as mentioned in Special Forward E-auction of OB from Bhanegaon OCM following terms and Conditions shall be applicable.**

- a) Buyer(s) shall ensure that all operations in mining area will be governed under Mine's Act and regulations thereof and as per directives of Area General Manager of concerned Area.
- b) The liability of WCL with regard to the OB supplied will be limited up to the loading point within the premises of WCL.
- c) The Buyer(s) shall at all times during the tenure of the period of work indemnify the company against all claims, damages or compensation under the provision of the Workmen's Compensation Act and shall take insurance policy covering Men, Machine and Material for all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.



**ANNEXURE- A**

System for making payment for issue of Delivery Orders towards the quantity secured in the e-auction (for Road Mode only)

The system of making payment for issue of Delivery Orders towards the quantities secured by the customers under e-auction Scheme for supplies by 'Road' mode 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 successful bid (i.e. against more than one Unique Bid ID)
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:  
 (c) Mode of Payment: RTGS/ NEFT  
 (d) Beneficiary Account No: (Please choose one of the three options given below)

In case of successful bids in the events of auction held through M/s\_\_\_\_\_ Limited:

|   |   |
|---|---|
| In case of movement within the State (i.e. for movement to destinations within the State in which the source of OB is situated)   | __SW, followed by the 7 digits Unique Bid ID.<br>For instance, if the Unique Bid ID is ' 1234765', then the Beneficiary Account for remittance shall be "__SW1234765"     |
|   |   |
| In case of movement outside the State (i.e. for movement to destinations outside the State in which the source of OB is situated) | - - SO, followed by the 7 digits Unique Bid ID.<br>For instance, if the Unique Bid ID is ' 1234765', then the Beneficiary Account for remittance shall be "__SO1234765"   |
|   |   |
| If OB is for own consumption and payment of TCS is exempted upon submission of Form No. 27 C                                      | __SD, followed by the 9 digits Unique Bid ID.<br>For instance, if the Unique Bid ID is ' 123498765', then the Beneficiary Account for remittance shall be "__SD123498765" |

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 and Money Receipts against the successful payments shall be sent by our banker i.e. M/s \_\_\_\_\_ Bank on the same day to the email ID of the customer registered with the Service Provider, i.e. M/s \_\_\_\_\_, 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 OB 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 at present and the same need to be collected by the customers from this office. Intimation about the availability of the D.O. for collection from this office shall be sent to the customer's 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 OB from the concerned mine shall be permitted by concerned Area Offices only upon submission of the hard copy of the D.O. issued by the D. O. issuing 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 code contained in Beneficiary Account No. Shall form the basis as to whether the Delivery Order issued shall be valid for movement of OB 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 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

## Scheme for Sale of OB through e-auction

against the successful bids on the very day of the event of the auction. The payments are remitted only after 1.00 PM of the working day following the date of the auction to avoid the risk of non validation of payments.

10. The customers desiring to use the OB 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 -----.
11. The Delivery Order 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 OB.

**ANNEXURE-B**

Western Coalfields Limited

SOURCE-WISE/ GRADE-WISE QUANTITY OFFERED UNDER SPOT E-AUCTION TO BE HELD ON -----BY -----

ALONGWITH THE CORRESPONDING RESERVE PRICE

| STATE | AREA | MINE CODE FOR OB | LOT NO. | SOURCE | QTY. OFFER (QTY. IN Cubic meter) | RESERVE PRICE (Rs Per Cubic meter) |
|-------|------|------------------|---------|--------|----------------------------------|------------------------------------|
|       |      |                  |         |        |                                  |                                    |
|       |      |                  |         |        |                                  |                                    |

NOTE:- 1) e Auction Reserve Price is exclusive of \_\_\_\_\_, DMF, NMET, transit book cost, GST or other statutory charges. These charges are payable extra at the rates as applicable at the time of delivery. All add-ons are subject to revision of terms and conditions of e- Auction Scheme-----.

\*\* Bidders are requested to update their Bank details with WCL before making payment through SBI/ ICICI/or any other scheduled Bank.