महानदी कोलफील्ड्स लिमिटेड,संबलपुर

(कोल इंडिया लिमिटेड की एक सहायक कंपनी)

विपणन एवं विक्रय विभाग

No. MCL/SBP/M&S/Single Window Mode Agnostic e-auc/ FY 26-27/ 427 Dt. 20/09/2026

Notice- Single Window Mode Agnostic E-Auction for Sep'2026

MCL is offering coal by Road and Rail mode to eligible buyers under the "Single Window Mode Agnostic e-Auction scheme" for the month of September 2026. The e-Auction is scheduled for **28/09/2026.** It will be conducted by ***M/s. CMPDI Limited*, Ranchi.** All those who desire to participate in the e-auction will have to register with the Service Provider by visiting their website **www.coaleauction.co.in.**.

The Bid Security requirement for single window mode agnostic e-auction will be INR 150/tes. Apart from this, there will be an additional processing fee of INR 50/ tes (Indian) or as notified (Foreign) (Mentioned in detail in clauses 2.6 in the terms and conditions section). The notifications issued by CIL vide Notice no. **CIL/M&S/2026-27/E-Auction/47 dated 27.05.2026** (Copy of scheme details enclosed in this notice) will be applicable for single window mode agnostic auction.

Address of CMPDI Limited	Contact Person
Central Mine Planning & Design Institute Limited Gondwana Place, Kanke Road, Ranchi 834031 Website : www.coaleauction. co.in	**Mr. Malay Kumar Majee** Mobile- 9470146135 Email-coalauction.cmpdil@coalindia.in **Mr. Aamir Anas** Mobile No-89877E9091 Email: coaleauction.pmu@coalindia.in
Address of MCL	***Contact Person***
Mahanadi Coalfields Ltd., At/Po: JagrutiVihar, Burla, Dist. Sambalpur – 768 020. Website : www.mahanadicoal.in	Shri A K Lakra, Ph.0663 -2542853 / 359 GM, M&S Deptt Email: gm-snm.mcl@coalindia.in Nodal Officer : Shri Apurba Gorai Manager, M&S Deptt. Mob-9438493290 Email :road-sales.mcl@coalindia.in

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

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

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

1- Payment of coal value post successful bid must be made within 10 working days via customized e-collection system. The details of the mechanism to make the payment are already uploaded in MCL website notice section.
The last date for payment is 10.10.2026. The submission of application may be done immediately upon remittance of payment.

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

2- It is requested to kindly check MCL website's latest dues notice and clear all dues before submission of the application to ensure that there is no interruption in the release of the sales order against this auction.

3- After successful bid, any consumer wishing to submit 127 and want to avail exemption from 2% TCS must send a mail to the mail id **auctionroadmcl22@gmail.com** . It should be done within 12 hours of completion of the auction. The mail should only be titled as "Single Window Auction September 2026". All other consumers who have not sent the mail will be charged 2% TCS by default in the PI to be sent post-completion of the auction. The mail must be sent to the mail id mentioned above only and not to any other mail id or with any other subject line in the mail.

4- All bidders are advised to check their emails and the website of CMPDI Ltd on a regular basis to ensure they don't miss out on any notifications regarding the cut-off timelines of EMD submission and other pre-auction registration processes and the timing of auction.

5- Consumers who have not yet given the Bank Mandate in MCL may kindly submit the same at the time of submission of application against this auction. The information is required to ensure a timely refund into their account. They must submit the below-mentioned details

Documents required for entry of Bank details in consumer master for processing refunds of coal value (if required):
1. Bank mandate duly filled and attested by bank.
2. Cancelled cheque
3. PAN copy self-attested
4. GSTIN certificate.

6- Washery Rejects (GCV 1500-1899) of IB Valley Coal Washery are also being offered in this e-Auction under "Policy for Handling & Disposal of Washery Rejects". Before booking washery rejects, consumers are requested to go through the relevant clauses of the policy and its amendment and ensure that the consumers satisfy all these clauses before booking. The "Policy for Handling & Disposal of Washery Rejects" along with amendments are attached along with this notice.

20/9/26
General Manager (M&S)

Encl: As Above

Copy for Kind information to: Director (Tech/Op), MCL

Copy to: 1. GMs/ASMs, All Area

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

3. Sr. Manager (M&S-Rail)/ Sr. Manager (M&S/RS)/ Sr Manager (Fin/SA)

- This price is as per the latest notification from CIL vide letter no CIL/GM(F)/ M&S/570 Dated 20.03.2025
- Floor Price is excluding Statutory Charges, STC, etc. which will be charged extra as applicable.
- Sizing Charges shall be charged extra as applicable as per notification.
- All statutory and non-statutory charges as applicable on the day of lifting will be charged.
- Applicable price on the date of dispatch would be variable in line with changes in the CIL notified price of coal, if any.
- In case of revision of grade of any of the source(s) the same will be dealt as per CIL letter:-CIL/S&M: Special E-auction:547 dtd 13.05.2016

Account for coal value payment to MCL is mentioned below:

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

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

Phone: 033-2324-6617
Fax: 033-2324-4229
e-mail Id: calcilmktg4@gmail.com
Website: www.coalindia.in
Corporate ID No. L23109WB1973G01028844

Re: CIL:S&M: Special E-Auction: 547

Date: 13-05-2016

To
The GM (Sales)
Central Coalfields Limited

Urgent

Dear Sir,

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

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

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

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

Encl: As above

Yours faithfully,

General Manager(S&M)

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

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कोल इण्डिया लिमिटेड
महारत्न कम्पनी
(भारत सरकार का उपक्रम)
कॉरपोरेट पहचान सं. L23109WB1973GOI028844
एक्शन एरिया1-ए, टाउन, राजरहाट,कोलकाता700156-
फोन: 033 23244086, फैक्स: 033- 23244165
वेबसाइट: www.coalindia.in

Coal India Limited
A Maharatna Company
(A Govt. of India Enterprise)
Corporate Identity No.-
L23109WB1973GOI028844
Action Area-1A,New Town,Rajarhat,Kolkata-700156
PHONE: 033 23244086, FAX- 033-23244165
WEBSITE: www.coalindia.in

Ref No: CIL/M&S/E-Auction/ 197

Date: 11.07.2024

NOTICE

Sub: Revision in the Bid Security amount in CIL e-auction Scheme 2022

It is hereby informed to all customers of e-auction that the Bid Security for participation in CIL e-auction scheme 2022 stands revised to **Rs.150/tonne** for the e-auctions to be held from 12th July 2024 onwards.

11/07/24

General Manager (M&S-Oprns/Comml.)

Copy to:

- Director (Marketing), CIL
- ED (Co-ordination), CIL
- Executive Director (M&L), CIL
- GM(M&S): ECL/BCCL/CCL/NCL/WCL/SECL/MCL
- GM(System), CIL: For uploading of the notice at CIL website under Marketing & Sales, General Notices tab.
- Shri. Malay Kumar Majee, HoD, (e-Procurement & Coal Auction Division), CMPDIL
- Smt. Nithya K, Manager (Fin / M&S), CIL
- M/s. mjunction services limited.
- M/s. MSTC Ltd.

Offer Details

Name	Total Offer	Representative Grade	Representative Size	Reserve/ Floor Price
HBM	5000	G14	(-100 mm)	930

Source	Mode	Feeding Collieries	Grade	Representative Grade	Size	Evacuation Quantity under offer (tes)	Notified/ Modulated Price (Rs/ tes)	Notified/ Modulated Price (Rs/ tes) of representative grade	Supply Pattern from feeding collieries
HBM UG Mines	Road		G14	G14	(-100 mm)	5000	930	930	

Name	Total Offer	Representative Grade	Representative Size	Reserve/ Floor Price
Basundhara West	200000	G13	(-100 mm)	1016

Source	Mode	Feeding Collieries	Grade	Representative Grade	Size	Evacuation Quantity under offer (tes)	Notified/ Modulated Price (Rs/ tes)	Notified/ Modulated Price (Rs/ tes) of representative grade	Supply Pattern from feeding collieries
Basundhara West OCP	Road		G13	G13	(-100 mm)	200000	1016	1016	

Name	Total Offer	Representative Grade	Representative Size	Reserve/ Floor Price
Siarmal	100000	G9	(-100 mm)	1883

Source	Mode	Feeding Collieries	Grade	Representative Grade	Size	Evacuation Quantity under offer (tes)	Notified/ Modulated Price (Rs/ tes)	Notified/ Modulated Price (Rs/ tes) of representative grade	Supply Pattern from feeding collieries
Siarmal OCP	Road		G9	G9	(-100 mm)	100000	1506	1506	

Name	Total Offer	Representative Grade	Representative Size	Reserve/ Floor Price
IB Valley washery Reject	152000	Washery Reject GCV: 1500 - 1899	(-50 mm)	507

Source	Mode	Feeding Collieries	Grade	Representative Grade	Size	Evacuation Quantity under offer (tes)	Notified/ Modulated Price (Rs/ tes)	Notified/ Modulated Price (Rs/ tes) of representative grade	Supply Pattern from feeding collieries
IB Valley Coal Washery	Road		Washery Reject GCV: 1500 - 1899	Washery Reject GCV: 1500 - 1899	(-50 mm)	152000	507	507	

Name	Total Offer	Representative Grade	Representative Size	Reserve/ Floor Price
Jagannath	30000	G12	(-100 mm)	1212

Source	Mode	Feeding Collieries	Grade	Representative Grade	Size	Evacuation Quantity under offer (tes)	Notified/ Modulated Price (Rs/ tes)	Notified/ Modulated Price (Rs/ tes) of representative grade	Supply Pattern from feeding collieries
Jagannath OCP	Road		G12	G12	(-100 mm)	30000	1101	1101	

Name	Total Offer	Representative Grade	Representative Size	Reserve/ Floor Price
Bhubaneswari	54000	G12	(-100 mm)	1212

Source	Mode	Feeding Collieries	Grade	Representative Grade	Size	Evacuation Quantity under offer (tes)	Notified/ Modulated Price (Rs/ tes)	Notified/ Modulated Price (Rs/ tes) of representative grade	Supply Pattern from feeding collieries
Bhubaneswari OCP	Road		G12	G12	(-100 mm)	50000	1101	1101	
Bhubaneswari Silo (SBMT)	Rail	Bhubaneswari OCP	G12	G12	(-100 mm)	4000	1101	1101	100%

Name	Total Offer	Representative Grade	Representative Size	Reserve/ Floor Price
Ananta	104000	G12	(-100 mm)	1212

Source	Mode	Feeding Collieries	Grade	Representative Grade	Size	Evacuation Quantity under offer (tes)	Notified/ Modulated Price (Rs/ tes)	Notified/ Modulated Price (Rs/ tes) of representative grade	Supply Pattern from feeding collieries
Ananta OCP	Road		G12	G12	(-100 mm)	100000	1101	1101	
Spur 5 Rail Siding (ACTR)	Rail	Ananta OCP	G12	G12	(-100 mm)	4000	1101	1101	100%

Name	Total Offer	Representative Grade	Representative Size	Reserve/ Floor Price
Hingula	28350	G14	(-100 mm)	930

Source	Mode	Feeding Collieries	Grade	Representative Grade	Size	Evacuation Quantity under offer (tes)	Notified/ Modulated Price (Rs/ tes)	Notified/ Modulated Price (Rs/ tes) of representative grade	Supply Pattern from feeding collieries
Hingula OCP	Road		G14	G14	(-100 mm)	24350	930	930	
Spur 10 Rail Siding (BBMT)	Rail	Hingula OCP	G13	G13	(-100 mm)	4000	1016	1016	65%-85%
		Balram OCP	G13		(-100 mm)		1016		15%-35%

Name	Total Offer	Representative Grade	Representative Size	Reserve/ Floor Price
Bharatpur	104000	G12	(-100 mm)	1212

Source	Mode	Feeding Collieries	Grade	Representative Grade	Size	Evacuation Quantity under offer (tes)	Notified/ Modulated Price (Rs/ tes)	Notified/ Modulated Price (Rs/ tes) of representative grade	Supply Pattern from feeding collieries
Bharatpur OCP	Road		G12	G12	(-100 mm)	100000	1101	1101	
Bharatpur Silo (BSTC)	Rail	Bharatpur OCP	G12	G12	(-100 mm)	4000	1101	1101	100%

Name	Total Offer	Representative Grade	Representative Size	Reserve/ Floor Price
Kaniha	20000	G12	(-100 mm)	1212

Source	Mode	Feeding Collieries	Grade	Representative Grade	Size	Evacuation Quantity under offer (tes)	Notified/ Modulated Price (Rs/ tes)	Notified/ Modulated Price (Rs/ tes) of representative grade	Supply Pattern from feeding collieries
Kaniha OCP	Road		G12	G12	(-100 mm)	20000	1101	1101	

In this Auction STC of Jagannath OCP & Ananta OCP is 3-10 Km
Total coal offered in this auction is 7.9735 Lakh tes

कोल इण्डिया लिमिटेड
(महारत्न कंपनी)
(भारत सरकार उपक्रम)
Marketing & Sales .....डिविजन,
'कोल भवन', प्रेमिसिज सं.04 एमएआर,
प्लॉट सं.-एएफ-III, एक्शन एरिया-1 ए, न्यूटाउन, राजरहाट,
कोलकाता-700 156
वेबसाइ: www.coalindia.in
सी आई एन सं. L23109WB1973GOI028844

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5 DECADES OF UNEARTHING ENERGY

COAL INDIA LIMITED
(A Maharatna Company)
(A Govt. of India Undertaking)
Marketing & Sales .....Division,
'Coal Bhawan', Premises No.04-MAR,
Plot No-AF-III, Action Area -1A,
New Town, Rajarhat
Kolkata - 700 156
Website: www.coalindia.in
CIN No.L23109WB1973GOI028844

CIL/M&S/2026-27/E-auction/ 47 *Date: 27.05.2026*

NOTICE

Sub: Modified CIL E-Auction Scheme 2022

It is hereby informed that pursuant to competent approval, following modification has been made under clause 11.8 of 'CIL e-auction scheme 2022' which is provided as under:

"The Coal Company may conduct internal checks of the quality of coal from the stock(s) offered to e-auction consumers to ensure delivery of the offered grade of coal."

The updated e-auction scheme to be effective from 01.06.02026 is enclosed.

Encl: As above.

27/05/26

Executive Director (M&L)

Distribution:
1. GM (M&S): ECL/BCCL/CCL/NCL/WCL/SECL/MCL
2. GM, NEC
3. GM (M&S): Operation, CIL
4. HoD: FSA-Legal
5. GM (System), CIL: with request to upload the notice and updated scheme in CIL website under Marketing & Sales.
6. GM/HoD (e-procurement), CMPDIL: with request to upload the notice and updated scheme.
7. M/s MSTC Ltd. /Mjunction Services Limited: with request to upload the notice and updated scheme.

CIL e-Auction Scheme 2022

(*Effective from 01.06.2026 onwards*)
(*Updated*)

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

Objective: E-auction of coal will facilitate easy availability of coal through a simple, transparent and consumer friendly online system to all sections of coal Buyers across the globe.

Terms & Conditions

1. Eligibility:

1.1 Any Buyer, whether Indian or Foreign (viz. individual, partnership firm, companies etc. registered in India or Overseas) can participate in e-Auction for procurement of coal, subject to compliance with applicable laws of India and guidelines.

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

2. Registration:

2.1 Before participation in the e-Auction, a prospective Buyer shall be required to get itself/himself registered with the Service Provider appointed by the CIL / Coal Companies for the purpose, by submitting an application in the prescribed format available on the Website of the Service Provider.

For Indian Buyers: The application shall be made along with the required documents such as PAN Number, GSTIN Certificate, Passport size photograph, etc. as prescribed by the Service Provider. This one time Registration can be done either online, or at the notified front office(s) of the Service Provider.

For Foreign Buyers: The application shall include equivalent overseas documents such as Registration certificate of Company issued from respective National/State Administration, Tax Residency Certificate (TRC), Trade license, No Permanent Establishment (PE) Declaration, passport copy of authorized representative, Power of Attorney/Board Resolution Authorizing the signatory, Undertaking for Authenticity of Document Submitted.

This one time Registration can be done either online, or at the notified front office(s) of the Service Provider. The registration will be subject to KYC norms, verifiable under RBI guideline.

The bidders must obtain a Digital Signature Certificate (DSC) from an Indian Certifying Authority (CA), as mandated by IT Act 2000. Procedure to obtain DSC and approved Vendors will be available on the service provider's platform.

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

2.3 The Service Provider shall issue "Digital Identity Credentials" 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 Tax Identification Number (PAN for Indian buyers, or international equivalent for foreign buyer. However, based on more than one valid GST registration certificate, more than one registration against a PAN Number can be considered. In such cases, the details of GST number will be indicated in each "Digital Identity Credentials".

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

For Foreign Buyers: Advance payments via electronic transfer shall be accepted—NEFT (India National Rupee (INR)) from Nepal and SWIFT (foreign currency like United State Dollar (USD)) from all foreign countries, including Nepal (if paying in foreign currency). However, for value purpose, INR shall be considered. All related bank charges, currency conversion, and forex risks shall be borne by the foreign bidder.

For Indian Buyers: Bid Security may be paid upfront by way of e-transfer or the Bidder shall have the option to furnish the Bid Security in the form of Bank Guarantee (BG). Such BG can be in conventional mode or electronic mode (e-BG) as detailed below in 2.5.1 & 2.5.2.

2.5.1 **BG in conventional mode**:

i. Such BG is required to be submitted separately for each subsidiary to the Service Provider, if the Bidder intends to participate in e-auction for more than one subsidiary. For the purpose of participation in specific e-auction event, BG may be deposited at least 3 working days prior to the auction date to the auction service provider.

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

iii. The BG should be drawn on any SFMS enabled scheduled Bank located at the HQ of the concerned Coal Company or such place as specified by the Coal Company and to be furnished as per the stipulated timeline.

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

v. SFMS Confirmation of the BG shall be taken by respective Coal Co. and shall intimate the Service Provider about the same. However, in spite of effort if the Coal Company fails to get required SFMS conformation before the scheduled auction date, the bidder

shall not be eligible to participate in the bidding and the reason for non-confirmation of BG shall be attributed to the bidders.

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

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

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

ix. BG format shall be provided by the respective Coal Company.

2.5.2 **BG in electronic mode (e-BG)**

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

For the purpose of participation in specific e-auction event, copy of e-BG to be provided by the bidder through electronic mode to concerned Coal Company with copy to auction service provider at least 3 working days prior to the auction date. All electronic communications should be made through registered e-mail ids only**.**

ii. The e-BG should be drawn on any schedule Bank located at the HQ of the concerned Coal Company or such place as specified by the Coal Company and to be furnished as per the stipulated timeline.

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

iv. Pursuant to verification/validation, as required, the concerned Coal Company shall inform the auction service provider about the e-BG amount and other details prior to commencement of the bidding of the auction event for the purpose of participation of the bidder. The auction service provider shall also have responsibility to coordinate with the concerned Coal Company regarding validation/consideration of e-BG submitted by the bidder for participation.

v. After completion of auction the bid sheet would be sent to the subsidiaries by the Service Providers where supply of coal will start only after payment of the coal value.

vi. In the event of failure of the Bidder to deposit the coal value for lifting of coal or any other reason as per the scheme the e-BG will be *invoked* by the concerned subsidiary.

vii. e-BG against which no quantity could be successfully bided shall be liable to be released.

viii. e-BG format shall be provided by the respective Coal Company.

2.6. **Process Fee**: In addition with the bid security, the Bidders shall also be required to submit a 'Process Fee', in cash through e-transfer, prior to participation in e-auction at the corresponding rate (INR/Ton)) for the intended bid quantity, inclusive of applicable taxes, with service provider for participation in e-auction. The Process fee shall be non-refundable to the extent of successful bid quantity in the bidding process.

The respective Coal Company will issue invoices for the Processing fees, so received.

For Indian Buyers: the rate shall be **₹50/ton** (or as notified from time to time).

For Foreign Buyers: the rate shall be notified separately from time to time. Advance payments via electronic transfer shall be accepted—NEFT (INR) from Nepal and SWIFT (foreign currency like USD) from all foreign countries, including Nepal (if paying in foreign currency). However, for value purpose, INR shall be considered. All related bank charges, currency conversion, and forex risks shall be borne by the foreign bidder.

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

Similarly, in case of **Foreign Buyers**: as long as Bid security & Process Fee (both in the form of cash) is available in the registered buyer's account with the Service Provider, the bidder can participate in e- Auction conducted by any coal company of CIL through the Service Provider, subject to applicable law & guidelines

2.8 In case of **Indian Buyers**: The bid security and the Process Fee shall have to be deposited by the bidder by 23:59 hrs, Indian Standard Time (IST), of the day prior to the scheduled date of auction for participation. For example: If the auction is scheduled on 4th April, the bidder can deposit Bid Security & Process fees (both in cash) till 23:59 hrs. IST of 3rd April.

In case of **Foreign Buyers**: The bid security and the Process Fee shall have to be deposited by the bidder by 23:59 hrs. IST, of the day two days prior to the scheduled date of auction for participation if deposited through SWIFT transfer. For example: If the auction is scheduled on 4th April, the bidder can deposit Bid Security & Process fees (both in cash) till 23:59 hrs. IST of 2nd April. Confirmation of SWIFT initiation will be accepted subject to full settlement prior to bid allocation. However, if foreign buyer deposits bid security and Process Fee through NEFT transfer, the timeline mentioned for Indian buyer shall be applicable.

3. <u>Notification</u>:

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

3.2 For Road mode, the minimum bid quantity shall be 50 tonnes and bid increment in quantity shall also be in the multiple of 50 tonnes. Moreover, the allotted quantity shall also be not less than 50 tonnes. However, for Rail mode, the bid quantity/allotted quantity has to be in multiple of rake fit quantity.

3.3 The Buyer should satisfy itself / himself about the Rake fit stations / destinations from the Railways before participation in e-Auction for movement by rail. Non-acceptance of the programme, even after the option exercised under extant Railway rules, on account of rake-fit stations / destinations being not accepted by the Railways shall be treated as a failure of the Buyer leading to forfeiture of related bid security.

4. Auction Methodology:

4.1 Offer structure

4.1.1 The offer will be provided by the Coal Company from a mine and its linked siding.

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

4.1.2

- The summation of maximum evacuation quantity under Offer from the mine (Road mode) and its linked siding (Rail mode) will be the offer quantity under auction.
- In case, the siding is fed from more than one mines (may be of multiple grades), the same railway siding cannot be offered twice in a single auction to avoid different bid price for same siding in a particular auction.

Illustration:

Suppose, the siding (S1) is fed from 3 collieries (C1, C2 & C3).

Combination	Colliery (road source)	Linked siding	Feeding Collieries
1	C1	S1	C1, C2 & C3
2	C2	S1	C1, C2 & C3
3	C3	S1	C1, C2 & C3

Note: 1. *Any one of the above combinations can be offered in a single auction. Offering of more than one of the above combinations in a single auction may fetch in different premium levels for S1 Railway Siding.*

2. In case C1/S1 basket is offered in any auction event, then C2/S1 & C3/S1 cannot offered in the same auction event. The C2/S1 or C3/S1 can be offered in subsequent two separate auction events.

4.1.3 The range pattern of quantity from each of the feeding mines to be despatched through Rail siding will be mentioned in the offer notification based on past supply pattern. The difference between maximum and minimum level of the range will be limited to 20%. In case there is chance of variation beyond the ranges provided, the Coal Company may despatch coal on the changed ratio on consent of the consumers and with approval of the Board of the Coal Company.

Illustration:

Name	**Total Offer**	**Representative Grade**	**Representative Size**	**Reserve/Floor Price**
Source A	500000	G11	ROM	Based on notified price for non-power of G11 grade ROM coal

Offer Description:

Source	Mode	Feeding collieries	Grade	Representative Grade	Size	Evacuation Quantity under offer(tes)	Notified/ Modulated Price (₹/t)	Notified/ Modulated Price (₹/t) of representative grade	Supply pattern from feeding collieries
C1	Road	-	G11	G11	ROM(-250mm)	52000	X1	X1	
S1	Rail	C1	G12	G12	ROM (-250mm)	448000	X1	X2	15% - 35%
		C2	G11				X2		50% - 70%
		C3	G13				X3		25% - 45%

4.1.4 Auction will be held in a mode agnostic manner on the grade and size of the Road source (Representative Grade and Size) with a floor price based on Modulated/Notified price of the Road source.

4.1.5 Subsidiaries shall specify the ports being serviced by the Coal Handling Agents appointed by Coal Companies for export.

4.2. **Bidding Process**:

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

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

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

4.2.4 **Bidding mechanism**:

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

It is clarified for Foreign Buyers that, FOR/ FOB shall be interpreted as ex-mine/ dispatch point of the respective coal companies. The responsibility for further transportation beyond this point rests entirely with the foreign buyer.

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

The bidder will have to place bid against each Source for each mode separately which will be combination of Quantity, Price, and preferred mode i.e. either Road or Rail.

In case Rail is chosen as preferred mode of the bid, the bid quantity will be in multiple of 4000 tonnes/rake factor subject to maximum bid quantity not exceeding the concerned Rail mode quantity in offer notification of the Source.

In case Road is chosen as preferred mode of the bid, the bid quantity will be in multiple of 50 tonnes subject to maximum bid quantity not exceeding the concerned Road mode quantity in offer notification of the Source.

However, the bidder shall have option to place bid for any or both of the modes in a particular source as per the bid placing criteria. As such the bidder shall have option to place bid for either or both mode (Rail and Road) subject to evacuation quantity of each mode & particulars under offer notification. In case the bidder opt for both the modes, the bid has to be placed separately for each mode.

4.2.4.3

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

- Bid extension and Bid Improvement criteria:

  - The normal auction period will be 1:30 Hrs.

  - After the normal period of 1:30 Hrs., 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.

  - The Bid/Increased or Improved Bid for the above purpose will be as follows:

    a. During Normal e-Auction period of 1:30 hours, any one of the following three:

    - Price increased (in the multiple for ₹ 20/ton) without increment in bid quantity.
    - Quantity increased (in the multiple of 50 tonnes for Road mode and in multiple of 4000 tonnes in Rail mode) without increase in price.
    - Both Price increase (in the multiple of ₹ 20/ton) and Quantity increased (in the multiple of 50 tonnes for Road mode and 4000 tonnes in Rail mode bid).

    b. During First Extended e-Auction period of 1:31 hrs-2:00 hrs., any one of the following two:

    - Price Increased (in the multiple for ₹ 50/ton) without increment in bid quantity.
    - Both Price increased (in the multiple for ₹ 50/ton) and Quantity increased (in the multiple of 50 tonnes for Road mode and 4000 tonnes in Rail mode bid).

    c. During Second Extended e-Auction period of 2:01 hrs-2:30 hrs., any one of the following two:

- Price Increased (in the multiple for ₹ 100/ton) without increment in bid quantity.
- Both Price increased (in the multiple for ₹ 100/ton) and Quantity increased (in the multiple of 50 tonnes for Road mode and 4000 tonnes in Rail bid).

d. During Final Extended e-Auction period beyond 2:30 hrs, any one of the following two:

- Price Increased (in the multiple for ₹ 200/ton) without increment in bid quantity.
- Both Price increased (in the multiple for ₹ 200/ton) and Quantity increased (in the multiple of 50 tonnes for Road mode and 4000 tonnes in Rail mode bid).

- If no bid/improved bid is received in last 5 minutes at any point of time during the Extended Period, the auction will stop automatically

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

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

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

(b) If two or more buyers bid the same highest price, precedence for allotment will be accorded to the buyer who has placed the bid for the higher quantity.

(c) In case two or more buyers bid the same price and the same quantity, precedence will be given to the buyer who has accorded his bid first with reference to time.

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

4.2.4.6 On completion of the bidding, the successful bidder shall be intimated by the service provider through allocation letter/details about source/mode, winning bid quantity, bid price, bid seniority. Further, the intimation should also contain the overall mode-wise offer and quantity unallocated for the concerned source in the auction.

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

5. Post e-Auction process:

5.1 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 **Determination of coal supplying price**:

a) From the bid price, % premium over the Modulated price of the representative grade shall be derived.

b) In case the grade of the despatch point is different from that of the representative grade, the percentage premium over Modulated price of the representative grade will be applied on the Modulated price of the grade of despatch point to arrive at bid price of the respective source/dispatch point. The final bid price, so arrived, will be rounded off to next higher integer.

   In case of Rail mode, the bid price of representative grade of the siding and also for each feeding mines, so derived, will be mentioned in the allocation letter.

   Coal value for the rake will be taken on the basis of representative grade of siding.

   The differential amount of highest grade (of feeding mines) and representative grade of the siding will be taken from the bidder in the form of financial coverage like Bank Guarantee etc. Customer may have option to deposit the differential amount in cash also.

   The concerned Coal Company shall issue necessary notice/intimation in this respect.

c) In case Steam/Slack coal is allotted for auctions held on the representative size of coal, the % premium derived will also be applicable over the price differential between representative size & Steam/Slack coal, as the case may be.

d) The successful bidder will be depositing the balance coal value (over and above the Bid security submitted) and this will include applicable transportation charge, sizing charge, any other charge.

e) Although the auction will be held on the representative grade and size, the successful bidder shall be bound to accept coal for any grade and size from the allotted siding in case of Rail dispatch.

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

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

5.5 In case there is change in declared grade (due to revision in grade declaration notification) of the dispatch point in the interim period from the date of bidding and date of dispatch, the customer may opt out from taking coal in the changed grade by submitting application within 7 days of such notification.

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

6. Terms of payment:

6.1 The coal value to be deposited in advance by the successful Bidders shall be computed and deposited after making provision for the Bid Security amount for the successful Bid quantity already transferred by the Service Provider to the subsidiary Company. In other words, the coal value to be deposited and Bid Security amount together, shall be equivalent to the 100% coal value. In case the Buyer fails to deposit coal value to the extent of 100% of successful bid quantity within the specified timeline, the corresponding Bid security for the portion of failed quantity will liable for forfeiture.

The coal value backed quantity will be considered as Booked Quantity and further commercial calculations will be done on the basis of Booked Quantity by the Bidder.

For **Foreign Buyers**, advance payments via electronic transfer shall be accepted—NEFT (INR) from Nepal and SWIFT (foreign currency like USD) from all foreign countries, including Nepal (if paying in foreign currency). However, for value purpose, INR shall be considered. All related bank charges, currency conversion, and forex risks shall be borne by the foreign bidder.

All payments received from Foreign Buyers shall attract TCS at 1%, in case of declaration of non-existence of Permanent Establishment (PE) in India. In absence of such declaration, higher TCS rates shall apply.

Additionally, the foreign buyer has to pay amount equivalent of IGST which will be deposited by coal companies with the authorities. However, on submission of all relevant documents by the foreign Buyer to coal companies towards export of coal within the stipulated timelines, coal subsidiaries shall claim refund on filing of shipping bill and reporting of such transaction in GSTR-1 and GSTR-3B, as per prevailing GST rules. Refund of IGST to the foreign bidder shall only be made once such amount is credited back in Coal Company's account on filing of the required details on Customs and GSTN portal.

No interest on refund shall be payable on any account whatsoever.

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

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

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

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

In case of Sale of washery reject, to Indian buyer wherein disposal of the product of washery requires prior permission from Coal Controllers Organization (CCO) in terms of washery Reject Policy of GOI, coal companies shall have option to issue Sale/Delivery order after receipt of relevant CCO order/permission subject to payment of coal value.

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

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

For Foreign Buyers: In case of rail borne supplies, while submitting program, the Bidder has to deposit 100% coal value along with applicable taxes through advance payments via electronic transfer shall be accepted—NEFT (INR) from Nepal and SWIFT (foreign currency like USD) from all foreign countries, including Nepal (if paying in foreign currency). However, for value purpose, INR shall be considered. All related bank charges, currency conversion, and forex risks shall be borne by the foreign bidder.

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

For all buyers including foreign: In the event of non-deposition of 100% coal value by the Bidder in terms of Clause-6.6 & 6.7 above, the consent given against rake programme will be withdrawn by the Coal Company and Bid Security as per e-Auction scheme will be forfeited.

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

6.9 **For Indian Buyers**: In case of delayed Refunds/Delay in Return of Bank Guarantees interest will be applicable as per the SOP/modality for Interest on Delayed Refunds/Delay in Return of Bank Guarantees available in CIL/Coal Companies website and as updated from time to time.

For Foreign Buyers: In case of delayed Refunds, other than the IGST component, interest will be applicable as per the SOP/modality in this regard, available in CIL/Coal Companies website and as updated from time to time. No interest shall be payable on any account whatsoever, for the refund of IGST component.

6.10 In addition to the above modalities, Usance LC has been extended for Indian buyers for payment of coal value. Detailed modalities for extension of Usance LC for Rail and Road mode in SWMA Scheme as set out under **Annexure-A**.

7. Procedure of Coal Delivery

By Road Mode:

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

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.

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 weighment by the Seller at the loading end.

7.5 The Coal Company has to provide 'consent' to the Railway program within 30 days of the date of auction. The validity period for taking allotment will be 45 days from the date of 'consent' by Coal Company. Loading validity of the allotted rakes shall be 90 days from the date of allotment. The rakes which are not loaded within the loading validity will lapse and the Bid Security for the relevant quantity will be refunded. It is clarified that after rakes are sanctioned by Railways and offer is made by Coal Company to Railways, ensuring transport arrangement (rake allotment) as per bid for scheduled loading towards performance of contract is the sole responsibility of bidder. However, after allotment, in case, the allotted rakes are not loaded within the above loading validity, the rake will lapse and the Bid Security for the relevant quantity will be refunded.

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

7.7 **Overloading & Under loading**: All charges (including taxes, levies etc.) related to Underloading & Overloading imposed by Railway will be equally shared by Buyer and Seller.

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

7.9 **Change of Mode**:

The change of mode will be exercised within the Rail and Road mode of the concerned source.

The conversion from Change of mode will be allowed to the extent of unallocated quantity in each mode against evacuation quantity of the specific mode of the concerned source under offer of the specific e-auction event.

7.9.1 **Rail to Road**:

- The successful bidder will be supplied coal through the mode selected by the bidder at the time of bidding.

- The quantity requested for change of mode from Rail to Road may be allowed by Coal Company to the extent of unallocated quantity in the mine offered in Road mode in the auction
- Coal Companies may allow such change in the mode from Rail to Road in cases where there is minimal chances of movement of allotted rake/quantity by Rail mode or through within the permissible time.
- The bidder may change its mode from Rail to Road mode without any additional premium.
- The payment of coal value to be paid in case of mode change from Rail to Road will be on the basis of following:

  Higher of:

  a) % premium fetched in the specific bid of the bidder in original Rail mode of the source.

  b) The minimum % premium fetched in the mine/colliery offered under Road mode of the source notification

  The higher of above a) or b) will be applied over the applicable price of the Road source along with specific/other charges in the Road mode, if any, and taxes/levies etc. for the purpose of deposition of coal value.

- The change of mode from Rail to Road, application has to be received by the Coal Company within 30 days of the of allocation date (for captive mode-within 30 days issuance of delivery/Sale order) (Last Date for Rail to Road).
- Coal Company would notify/intimate acceptance or non-acceptance of the request for change of mode within 5 days of expiry of the 30 days timeline for application.
- On acceptance of the application for change of mode, the concerned Railway program will be cancelled by the Coal Company followed by issuance of Road Sale Order.
- The validity of the Road Sale Order will be 45 days and in no case exceed the original validity of the rake i.e. 90 days from the date of allotment.
- The customers having higher seniority in the bidding will be given priority for such change of mode.
- The seniority of the bids opting for change of mode will be placed after the Road bids originally placed in the auction.
- If there are multiple applications for change of mode, the date of such application will be considered for determining the seniority. In case multiple applications are received on the single day, the original bid seniority will be considered for determining the seniority in the Road mode.
- The other relevant terms and conditions including penal clauses shall be applicable as per provisions of this scheme document on such quantity allowed under change of mode.

7.9.2 **Road to Rail**:

- The successful bidder will be supplied coal through the mode selected by the bidder at the time of bidding.
- The quantity requested for change of mode from Road to Rail may be allowed by Coal Company to the extent of unallocated quantity in the concerned Rail mode under auction and only when there is high possibility of movement of the rake within the validity period.
- The bidder may change its mode from road to rail mode without any additional premium.
  The payment of coal value to be paid in case of mode change from Road to Rail will be on the basis of following:

  Higher of:

a) % premium fetched in the specific bid of the bidder in original mine/colliery of Road mode of the source notification.

b) The minimum % premium fetched in the linked Rail siding of the source notification

The higher of above a) or b) will be applied over the applicable price of the Rail siding along with specific/other charges in the Rail mode, if any, and taxes/levies etc. for the purpose of deposition of coal value.

- The applied quantity for change of mode from road to rail must necessarily be of minimum of a rake load factor i.e. 4000 tonnes or in multiple thereof.
- Any quantity above the rake load factor will not be allowed for such conversion and has to be lifted by original Road mode else forfeiture of Bid security will be applicable as per extant provision.
- Application for change of mode is to be given within 30 days of issuance of Road Sale order.
- Coal Company would notify/intimate acceptance or non-acceptance of the request for change of mode within 5 days of expiry of the 30 days timeline for application.
- On acceptance of the application for change of mode, the concerned Road Sales Order will be cancelled by the Coal Company followed by allotment of Rail program. The allotment of the rake has to be made within 15 days of expiry of the 30 days timeline for application.
- The Rail program on mode transfer will have maximum validity till 90 days from the date of allotment.
- Rake will stand expired on completion of the above validity period without any penal consequences to both sides.
- The seniority of the bids opting for change of mode will be placed after the rakes originally allotted in the auction.
- The date of receipt of application for change of mode will be considered for determining the seniority of such transferred rake.
- In case multiple applications are received on the single day, the original bid seniority will be considered for determining the seniority.
- The other relevant terms and conditions including penal clauses shall be applicable as per provisions of this scheme document on such quantity allowed under change of mode.

7.9.3 In case of exercising change of mode, although no additional premium will be charged, any charge specific to the changed mode has to be deposited by the customer. Such mode specific charge has to be deposited by the bidder within 5 days of acceptance of their request by Coal Company for change of mode.

7.10 **Compensation for short delivery/lifting**

If the Level of Delivery by the Seller, or the Level of Lifting by the Purchaser falls below 90% of the Booked Quantity i.e. coal value backed bid quantity, the defaulting Party shall be liable to pay compensation to the other Party for such shortfall in Level of Delivery or Level of Lifting, as the case may be ("Failed Quantity" in tonnes). The compensation/penalty will be product of failed quantity below 90% of Booked Quantity (i.e. coal value backed quantity) and Bid security/ton.

The above compensation/penalty will be subject to clause no. 11.2 (Insuperable conditions), clause 7.5 (lapsed quantity due to non-supply of rakes within 90 days of allotment). The penalty/compensation will be applicable in case balance unlifted quantity is equal or more than a truck load (9 tonnes) for Road mode and a rake load (4000 tonnes) for Rail mode, as the case may be.

The portion of quantity of less than 90% of the booked quantity, not lifted by the bidder due to the reason attributable to Bidder will be liable for penalty amounting to forfeiture

of proportionate Bid Security for the corresponding failed quantity below 90% of value paid booking.

The portion of quantity of less than 90% of the booked quantity, not supplied by the Seller due to the reason attributable to Seller will be liable for penalty at the applicable rate of Bid Security/ton.

8. <u>Refund of Bid Security for Unsuccessful Bidders</u>:-

In case of unsuccessful Bidders, The Bid Security shall be refunded fully/partially by the Service Provider after the auction is over.

In case of **Indian Buyers**, however, if no such request is received the Service Provider will retain the Bid Security for participation in e-Auction in future.

In case of **Foreign Buyers**, the Service Provider, shall neither retain nor repurpose the Bid Security and shall refund in accordance with the guidelines, even if no such request is received.

9. <u>Forfeiture of Bid Security for Buyers/ Penal provision for Seller</u>:

Forfeiture of Bid Security for Buyers:

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

9.1 Deleted.

9.2 Deleted.

9.3 If after completion of e-Auction, a successful Bidder fails to make payment (in full or part) for the coal value of Bid quantity including all other charges within the stipulated time, the proportionate Bid Security equivalent to the failed quantity shall be forfeited subject to the provisions at Clause 6 and/or,

9.4 If the successful Bidders do not lift 90% of the Booked Quantity within the stipulated validity period, the proportionate Security Deposit (as converted from the Bid Security amount) or the applicable BG amount for the unlifted quantity i.e. failed quantity below the level of 90% of Booked Quantity would be forfeited subject to clause 7.5, 7.9 & 11.2. Forfeitable Bid Security amount can be deducted from coal value also instead of BG encashment, as per choice of bidder.

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.

9.5 If the Buyer cancels the order/Rake after booking, the applicable Bid Security or the applicable BG amount (for portion of quantity of the cancelled rakes below 90% of Booked Quantity) shall be forfeited for the rake/order cancelled.

9.6 After rakes are sanctioned by Railways and offer is made by Coal Company to Railways, ensuring transport arrangement (i.e. rake allotment) as per bid for scheduled loading towards performance of contract is the sole responsibility of bidder and any failure regarding allotment of rake will lead to forfeiture of bid security. However, in case allotted rake gets lapsed due to non supply of rake by Railways within the validity period, such lapsed quantity will not be liable for penalty calculation on either side.

Penal provision for Seller:

9.7. Penalty at the rate of applicable bid security/ton will be applicable to the Seller (Coal Company) in case of failure to supply of allotted quantity to the bidder (for the portion of quantity below 90% of Booked quantity) for the reason attributable to the Seller only, subject to clause 11.2, clause 7.5 and clause 7.9 and other applicable provisions of the Scheme document.

10. Refund of Coal value:

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

11. **General Terms & Conditions**:

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

In case of **Foreign Buyer**: The coal procured under e-Auction is for export only. The buyer shall ensure compliance with all applicable Indian and international trade laws including customs clearance, export documentation, and tax obligations. Coal Companies shall facilitate issuance of necessary commercial documentation required for export.

On submission of all relevant documents by the foreign Buyer to coal companies towards export of coal within the stipulated timelines, coal subsidiaries shall claim refund, as per prevailing GST rules. Refund to the foreign bidder shall only be made once such amount is credited back in Coal Company's account on filing of the required details on Customs and GSTN portal. No interest shall be payable on refund whatsoever.

If foreign buyer does not export the procured coal from an auction, they shall be debarred from participation in auction for 1 year.

11.2 All terms and conditions of Scheme are subject to Insuperable Conditions as applicable.

Insuperable Conditions:

The term "**Insuperable Conditions**" as used in this e-auction scheme shall mean any act, circumstance or event or a combination of acts, circumstances and/ or events which wholly or partially prevents or delays the performance of obligations by any Party ("**Affected Party**") and if such act, circumstance or event or combination thereof is not reasonably within the control of and not caused by the fault or negligence of the Affected Party, and provided that such act, circumstance or event or combination thereof falls within one or more of the following categories including:

a) flood, inundation of mine, drought, lightening, cyclone, storm, earthquake or geological disturbances, eruption of gases, subsidence and such natural occurrences;
b) explosions, mine fire and other fire, contamination of the atmosphere by radioactive or hazardous substances;
c) civil disturbance such as riot, terrorism etc.;
d) industry wise /nation-wide strikes in the sector in which either Party operates in;
e) any Applicable Law, ordinance or order of the Central or State Government, or any direction of a statutory regulatory authority that restricts performance of the obligations hereunder;

f) any epidemic/pandemic;
g) the enactment, promulgation, amendment, suspension or repeal of any Applicable Laws after the commencement of lifting validity i.e. for Rail mode from the date of allotment and for Road mode from the date of issuance of Delivery/Sale order; and/ or
h) any delay or direction or order on the part of the Government of India or relevant State Government or denial or refusal to grant or renew, or any revocation, or modification of any required permit or mining lease or governmental approvals including but not limited to those related to land acquisition or environment/ forest clearance provided that such delay, modification, denial, refusal or revocation was not due to a cause attributable to the Affected Party; provided that a insuperable conditions shall not include within its purview, any economic hardship, equipment failure and/ or breakdown other than as specifically set forth above.

Burden of Proof

The burden of proof as to whether any Act related to Insuperable Conditions has occurred shall be upon the Affected Party claiming the occurrence or existence of such Insuperable Conditions.

Effect of Insuperable Conditions

The Affected Party who is rendered wholly or partially unable to perform its obligations because of an Insuperable Conditions, shall be excused from performance limited to the extent performance is so affected by Insuperable Conditions, provided that:

(a) within 15 (fifteen) Business Days after the occurrence of the inability to perform due to a Insuperable Conditions, the Affected Party provides a written notice to the Non-Affected Party of the particulars of the occurrence, including an estimation of its expected duration and probable impact on the performance of its obligations hereunder, and continues to furnish periodic reports with respect thereto to the other Party at an interval of every 15 (fifteen) days during the period of an Insuperable Conditions till completion of lifting/loading validity;

(b) the Affected Party shall use all reasonable efforts to continue to perform its obligations hereunder and to correct or cure, as soon as possible, the Insuperable Conditions;

(c) the suspension of performance shall be of no greater scope and no longer duration than is reasonably necessitated by the Insuperable Conditions;

(d) the Affected Party shall provide the Non-Affected Party with prompt notice of the cessation of the Insuperable Conditions giving rise to the excuse from performance and shall thereupon resume normal performance of obligations under this Agreement with utmost promptitude;

(e) the non-performance of any obligation of either Party that was required to be performed prior to the occurrence of an Insuperable Condition shall not be excused as a result of such subsequent Act related to Insuperable Conditions;

(f) the occurrence of an Insuperable Condition shall not relieve either Party from its obligations to make any payment hereunder for performance rendered prior to the occurrence of the Insuperable Condition or for partial performance hereunder during period of subsistence the Insuperable Condition;

(g) the Insuperable Condition shall not relieve either Party from its obligations to comply with Applicable Laws; and

(h) the Affected Party shall exercise all reasonable efforts to mitigate or limit damages to the Non-Affected Party on account of its non-performance due to the Insuperable Condition

(i) Non acceptance of fiery coal by Buyer and non supply of fiery coal by the Seller from the concerned source

(j) Change of grade of coal, with due notification, of the concerned source during the Supply/Validity period.

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

11.4 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 reconfirmation 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/Coal Company in this regard.

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

11.7 **Change of Name**:

In case of change of name of the Indian bidder between obtaining successful bids to closure of the transaction, the following documents shall have to be submitted by the bidder for examination and decision by the Coal Company-

A. For Companies-
   1. Certificate of Incorporation pursuant to Change of Name
   2. GSTIN certificate with new name
   3. PAN with new name

B. For proprietorship & partnership firms-
   1. Relevant affidavit sworn in before Magistrate declaring the change of name
   2. Newspaper publication regarding change of name of the company

C. For Foreign Buyers:
   1. Tax Registration Number with new name
   2. Valid Business License with new name
   3. Relevant notarized document certifying the change of name

The old name of bidder shall be mentioned along with new name in the record of Coal Company.

Coal Company shall inform the auction service provider regarding such change of name for updation in the database regard. Consumer shall have to fulfill its all obligations during the process of change of name and thereafter.

11.8 Refusal on account of non-suitability and /or sub-standard quality for the allotted quantity of coal shall not be acceptable.

The Coal Company may conduct internal checks of the quality of coal from the stock(s) offered to e-auction consumers to ensure delivery of the offered grade of coal.

11.8.1 With regard to quality of coal, the bidder/buyer will have the option of availing third party sampling facility.

11.8.2 The Third Party Sampling facility shall be extended as an option to the buyers. the Buyer shall be required to give his option on whether he proposes to avail third party sampling in accordance with the terms hereof or not during bidding at the e-auction platform. Such information shall be provided by the Service Provider to the respective Coal Company along with the bid sheet.

11.8.3 Buyers opting for Third Party Sampling can avail such facility as per following basic conditions:

i. The facility shall be extended at the Delivery Point only and such Third Party Sampling shall be undertaken throughout the period of lifting in accordance with the procedure for Third Party Sampling for Non-Power Sector. The sampling provisions shall be as per the model tripartite agreement for Third Party Sampling under Non-Power Sector, notified in public domain and as updated from time to time.

ii. If for any reason whatsoever, the Third Party Sampling opted but cannot be conducted in accordance with the procedure for Third Party Sampling for Non-Power Sector, Sampling and analysis to be carried out by the Seller in presence of the purchaser at the Delivery Point. However, failure of the purchaser to be present will not invalidate or be a ground for disputing the sampling and analysis carried out by the seller.

iii. If for any reason whatsoever, the Third Party Sampling/Sampling by Seller (refer 11.8.2) cannot be conducted in accordance with the procedure for sampling for Non-Power Sector, the supplies will be treated in the manner as in case of buyers not desirous of Third Party Sampling.

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

v. 50% share of the cost of Third Party Sampling shall be borne by the purchaser in terms of the tripartite agreement. Such payment shall be made by the purchaser directly to the Third Party Agency.

vi. Bidders who did not opt for Third Party Sampling at e-auction platform would not be entitled to avail the said facility at any time during the period of lifting under the said e-auction event.

vii. Buyers opting for Third Party Sampling shall submit a financial coverage towards upgradation of coal arising out of Third Party Sampling for the amount decided by the Coal Co. considering the likelihood of upgradation as per Third Party Sampling based on available trends.

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

I. <u>If Bid Security in the form of cash</u>

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

b) The differential amount as mentioned in 11.8.3 above shall be furnished either in the form a. Demand Draft/Pay order/e-transfer or b. Bank Guarantee (BG)/Electronic Bank Guarantee (e-BG) valid for a minimum period of six months or till final settlement, whichever is later, referred to as cash prior to signing of tripartite agreement.

In case of shortfall in Financial Coverage, additional BG/e-BG or Cash shall be furnished Security over and above the Bid Security.

II. <u>If Bid Security in the form of BG (conventional/electronic)</u>

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

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

c) In case of shortfall in financial coverage as per 11.8.3 for availing Third Party Sampling, BG/e-BG or cash shall be furnished over and above the BG/e-BG amount for Bid Security.

d) SFMS confirmation (except for e-BG) shall be taken by the respective Coal Company. In case of any default in the BG(including e-BG)/non receipt of relevant confirmation of BG (as applicable), the concerned buyer shall not be allowed for the Third Party Sampling facility for supplies against the relevant e-auction event.

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

11.8.4 The Buyer shall also provide an indemnity bond, indemnifying that shortfall in payment if any arising out of result of Third Party Sampling & Analysis shall be paid within 02 (two) working days of such demand by the Coal Company.

11.8.5 Coal Company would be entitled to realize any outstanding amount from any other coal supply /payment etc. of the Bidder from any of the subsidiaries of CIL including NEC or by any other means whichever is available to the Coal Company.

11.8.6 Where the Third Party Sampling and analysis is undertaken and the same leads to variations in grade vis-a-vis declared grade as on the date of lifting, the adjustment/payment by way of debit/credit note shall be done in the following manner:

a) The initial invoice shall be raised based on declared grade and notified price at the time of lifting plus percentage premium over notified price of representative grade. This invoice shall be subject to adjustment pursuant to Third Party Sampling & Analysis, as applicable.

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

c) The differential amount between initial invoice and the payable amount after Third Party Sampling & Analysis shall be adjusted/paid through debit/credit note as the case may be within seven days after reconciliation of final results.

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

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

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

11.8.8 Notwithstanding anything to the contrary contained herein, in the event that the Purchaser does not opt for Third Party Sampling, it shall be obligated to pay, throughout the period of lifting, the applicable price and the other applicable charges in respect of the allocated/sampled Grade of Coal and shall not, in any way be entitled to benefit from or rely on the results of Third Party Sampling availed by any other purchaser of Coal or results of sampling of any other Purchaser.

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

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

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

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

For **Foreign Bidder/Buyers**, if the dispute is still not resolved at the level of Director-in-Charge of Marketing of the concerned coal company, dispute resolution shall be via arbitration under Indian Arbitration and Conciliation Act, 1996, with seat at New Delhi such as IIAC (India International Arbitration Centre) unless otherwise mutually agreed. Jurisdiction shall remain Indian courts.

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

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

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

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

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

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

11.13.2 In case of any increase in bid price due to revision of notified price as explained above, the bidder shall deposit within the time notified by Coal Company. The additional amount for the balance quantity pending to be delivered as on the effective date of revision. In case of non-receipt of the additional amount from the Bidder, the quantity to be dispatched shall be reduced to the extent of dues and Bid Security shall be forfeited towards such reduced quantity.

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

11.14 **For Indian Buyers**: In case of requirement of submission of Bank Guarantee for different purposes mentioned in the Scheme, the bidder may use the additional facility of e-Bank Guarantee (e-BG). The general SOP is annexed with this scheme. CIL/Coal Company shall upload/notify/update relevant guideline/SOP time to time as and when required.

11.15 The buyer shall be responsible for compliance of e-way bill for which the required information shall be provided by the respective Coal Company.

The **Foreign Bidder** shall generate the e-way bill through their transporter appointed in India.

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

12. Miscellaneous:

12.1 Cargo Handling Agent (CHA) appointed by CIL/Subsidiary Company shall liaise with Customs Authorities for the generation of the Shipping Bill or Bill of Export, as applicable, upon submission of the required export documents (Invoice, Railway Receipt, Letter of Undertaking (if applicable), E-Way Bill), including the Export Declaration Form (EDF) where applicable, on behalf of CIL/Coal Company. Additionally, the CHA shall assist in maintaining the Export General Manifest (EGM) or Export Report. The Buyer/Bidder shall provide all details sought by CIL/Coal Companies for compliance with coal export requirements. Any failure to supply such documents that results in non-export shall be construed as the Buyer's fault.

12.2 The Importer-Exporter Code Number (IEC) shall be provided by CIL subsidiaries and shall be indicated on all copies of the declaration forms submitted.

12.3 Coal subsidiaries shall maintain a separate account with an AD Bank (Category- I). Shipment documents shall be routed through the AD Bank that received the advance. Refunds, if any, shall be ensured by the subsidiaries within one year, as per RBI guidelines, in consultation with the AD Bank. EMD/coal value received in foreign currency and converted into INR shall be treated as inward remittances. Advance remittances and refunds involving foreign entities shall be reported to RBI, through the AD Bank, as per prevailing guidelines. Documentation for the purpose of remittance, KYC of the remitter, and source of funds shall be maintained. Any refund shall be made only after due diligence, including KYC verification, and shall be routed back to the original remitting bank account to prevent allegations of money laundering and to ensure traceability. AD Banks appointed by subsidiaries shall conduct export transactions in conformity with FEMR 2015. Export-related documents shall be uploaded on the Bank's portal by the Coal Company within 21

days of issuance of the Shipping Bill/Bill of Export for reconciliation of payment at the Bank's end. Compliance with shipment of goods shall also be routed through the AD Bank (within one year of receipt of advance).

12.4 Where export documentation or filing is required to be undertaken through the CHA or by the Coal Company/Subsidiary/Authorized Representative, any delay attributable to such agency shall not prejudice the Buyer's rights or result in penal consequences against the Buyer, provided the Buyer has supplied all requisite information and documents in time.

12.5 Events of force majeure or regulatory interventions by Government authorities in India that directly prevent or delay remittance, dispatch, or export of coal shall be dealt with under the Force Majeure clause, subject to reasonable proof.

12.6 Any denial, delay, non-realization, or reversal of export incentives, IGST refund, or any other benefit due to documentation deficiency or lapse on the part of the foreign buyer shall not impose any financial liability upon the Coal Company.

12.7 Where extension of timeline is sought by the foreign buyer citing banking or regulatory delay, such extension shall be subject to submission of verifiable documentary proof to the satisfaction of the Coal Company. The Coal Company shall retain discretion to accept or reject such request without assigning any reasons.

12.8 All bank charges, currency conversion charges, and foreign exchange fluctuation risks shall be borne exclusively by the Foreign Buyer. The Coal Company shall remit refunds only in Indian Rupees to the originating remitting bank account and shall not be liable for any exchange rate differences or losses.

12.9 Where CHA, AD Bank, or any other intermediary are appointed by Buyer, any claim, delay, loss, or damage arising out of their acts/omissions shall not be attributable to the Coal Company.

12.10 Upon delivery of coal on an “ex-mine/Dispatch Point” basis, risk, title, and responsibility of the coal shall stand transferred to the Buyer. The Coal Company shall not be liable for any deterioration, demurrage, detention, pilferage, export rejection, or any consequences thereafter.

12.11 The Coal Company reserves the right to suspend or restrict participation of any Foreign Buyer in e-auction without prior notice in circumstances where the Buyer is under regulatory investigation, non-compliance review, or poses financial/operational risk to the Coal Company.

General SOP for e- bank Guarantee (e-BG)

Electronic Bank Guarantees (e-BG) streamline the traditional bank guarantee process by eliminating physical documentation and making the entire workflow digital. Here's an **end-to-end** overview of the standard operating procedures (SOP) for e-BG:

1. Application & Initiation

- The applicant has to submit a request for an e-BG to their bank with Unique Identification Number(UIN) of the department of Subsidiary and other relevant details viz Name of the legal entity PO reference, Tender ID etc. (To be notified by subsidiary).
- The bank verifies the applicant's credentials and assesses the guarantee requirements.

2. Digital Processing

- The bank generates the e-BG digitally, eliminating the need for physical stamp paper and signatures.
- e-BG is electronically stamped and signed using secure digital methods.

3. Hosting & Notification

- The final e-BG is hosted on a central repository, viz. **NeSL platform**.
- SFMS confirmation is not required in e- Bank Guarantees.
- Notifications are sent to all stakeholders, including the beneficiary and applicant.

4. Access & Verification

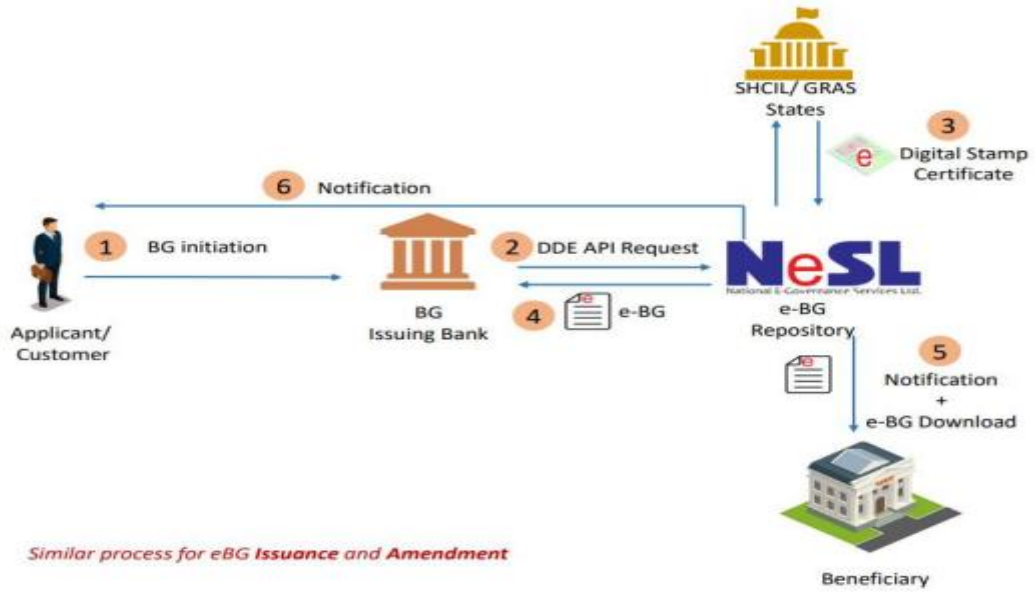
- Beneficiaries and applicants can access the e-BG anytime via the digital platform.
- The e-BG status (issuance, amendment, expiry) is updated in real time.

5. Invocation & Closure

- Beneficiaries can issue discharge letters or invocation advice through the platform.
- The e-BG lifecycle is managed digitally.

For further inputs may follow the link-= https://nesl.co.in/e-bg/

Flowchart for E- Bank Guarantee



UIN of CIL and subsidiary coal companies

Coal Company	Unique Identification Number
CIL	NCTGC2456P
ECL	NCTGC2515P
BCCL	NCTGC2458P
CCL	NCTGC2516P
WCL	NCTGC2501P
NCL	NCTGC2500P
SECL	NCTGC2461P
MCL	NCTGC2457P
NEC	To be notified

Format to be uploaded by Coal Company for the purpose of aid the applications to generate e-BG
On the letter head of Coal Company
Notice

The Marketing & Sales Department of _____(Subsidiary Company Name) has extended the facility of e-Bank Guarantee to the customers/ vendors through National E-Governance Services Limited (NeSL) Portal w.e.f. _____2025 for contracts entered into with Marketing & Sales Department of _____(Subsidiary Companies name). While generating an e-Bank Guarantee (e-BG) in the NeSL portal via issuing bank, the following fields are required to be incorporated mandatorily

Sr.No.	Field	Description of Field	Mandatory / Optional
1	UIN*	UIN of the legal entity	Mandatory
2	PAN	PAN of the legal entity	Mandatory
3	Name	Name of the legal entity	Mandatory
4	Email ID	Email ID of the legal entity	Mandatory
5	Name of the Representative	Representative of the legal entity	Mandatory
6	Email ID	Email ID of the representative	Optional
7	Mobile Number	Mobile Number of the representative	Mandatory
8	Business Unit Code	Identifier of the department/Zones/Office	Optional
9	Contract Reference Number	PO reference, Tender ID etc.	Optional
10	Relation to Contract	Options are : Debtor/ Beneficiary/Creditor	Mandatory

It is requested to avail the facility of e-Bank Guarantee. This facility is alternate to the paper-based Bank Guarantee as financial coverage.

Annexure – A

A. Modalities for Usance LC under SWMA - Rail mode - (Indian Buyers)

1. Buyer shall open an Usance LC favoring the Coal Company (Seller). The Buyer shall open the LC for an amount equivalent to Coal Value. The Usance LC is to be submitted within such timelines defined in the scheme for advance coal value.

2. The Usance LC shall have the following conditions, inter-alia:

    a. All Bank Charges including opening charge of Usance LC and discounting charges to be borne by the applicant (Buyer).
    b. Payment would be made within 6 working days (including submission date) to the Seller upon submission of the Pro-forma invoice or tax invoice by the Seller through RTGS/NEFT. Advising/Negotiating Bank will make the payment.
    c. Discrepancies would be acceptable except quantity and value.
    d. There should not be any recourse to the seller under the Usance LC.
    e. Usance LC shall be irrevocable.

3. Seller shall submit the Pro forma invoice or Tax Invoice towards the As Delivered Price of the dispatch quantity along with the Railway Receipt (RR)/ Forwarding Note / Electronic Print Out (EPO), whichever is available earlier. The Pro-forma invoice or Tax Invoice shall be raised on rake to rake basis. The Coal Companies shall make arrangements for submission of soft copies of the documents i.e., pro-forma invoice or Tax Invoice and RR/Forwarding Note/EPO etc., to the Advising Bank within 24 hrs of generation of EPO.

4. The Advising/Negotiating Bank shall process the documents promptly and credit the invoice value to seller account within 6 working days to the Seller upon receipt of soft copy of the documents from the Seller.

5. In case the payment is not made to the Seller within the stipulated time of within 6 working days, Seller shall charge interest @ Repo + 3% as applicable on the due date of payment under the Usance LC for the entire period for which the payment has remained overdue. Further booking to the Buyer will be stopped during the period of default. Repeated failure of the Advising Bank to release the payments against the Pro-forma invoice within the prescribed timeframe shall give right to the Seller to refuse the Usance LC facility of payment to the Buyer.

6. The Usance LC shall have the provision for the payment of such interest bills also.

7. The Buyer shall extend the validity period of the Usance LC for a further period as may be decided by the Seller.

8. In additional to Usance LC, the Buyer shall submit additional BG/e-BG for full Coal value as per scheme document. The same shall be released upon final realization of coal value including any debit notes if any, under the Usance LC. The BG shall be valid for seven(7) months from the date of auction.

9. Final tax invoice will be generated as per GST rules.

B. Modalities for Usance LC under SWMA - Road mode - (Indian Buyers)

1. Buyer shall open an Usance LC favoring the Coal Company (Seller). The Buyer shall open the LC for an amount equivalent to Coal Value The Usance LC is to be submitted within such timelines defined in the scheme for advance coal value.
2. The Usance LC shall have the following conditions, inter-alia:
    a. All Bank Charges including opening charge of Usance LC and discounting charges to be borne by the applicant (Buyer).
    b. Payment would be made within 6 working days (including submission date) to the Seller upon submission of the Pro-forma invoice by the Seller through RTGS/NEFT. Advising/Negotiating Bank will make the payment.
    c. Discrepancies would be acceptable except quantity and value.
    d. There should not be any recourse to the seller under the Usance LC.
    e. Usance LC shall be irrevocable.
3. Buyer shall submit an application to the Seller indicating the quantity for which the DO is desired and advising the Seller to realize the advance amount towards the Coal value by negotiating a Pro-forma invoice under the Usance LC. The total value for which DO shall be issued at a time shall not exceed the amount of the Usance LC. DO is to be issued after realization of 100% of the value.
4. The Usance LC shall have the provision for the Seller to submit the documents in soft copy. Seller shall submit the documents in soft copy along with digital signature (if required).
5. It shall be the responsibility of the successful bidder that the documents are processed promptly by the Advising/Negotiating Bank and value of the Pro-forma invoice is credited within 6 working days on receipt of the soft copy of the Pro-forma invoice. Failure to do so will result in forfeiture of Bid Security.
6. In case the payment is not released by the Advising Bank to the Seller within 6 working days of receipt of soft copy of Pro-forma invoice, the Seller may accept the payment directly from the Buyer, if the payment is made within the due date of payment notified by the Seller for acceptance of payments.
7. Repeated failure of the Advising Bank to release the payments against the pro-forma invoice within the prescribed timeframe shall give right to the Seller to refuse the LC facility of payment to the Buyer and further payments shall be received only by way of NEFT/RTGS from the Buyer's account.
8. In additional to Usance LC, the Buyer shall submit additional BG/e-BG for full Coal value as per scheme document. The same shall be released upon final realization of coal value including any debit notes if any, under the Usance LC.
9. Final tax invoice will be generated as per GST rules.

F. No. CCT-13011/3/2007-CA-I(Vol-III)
Government of India
Ministry of Coal

622-A, Shastri Bhawan, Delhi,
Dated: 18th December 2025

OFFICE MEMORANDUM

Subject: Amendment in Policy on Handling and Disposal of Coal Washery Reject

The Ministry of Coal had issued the Policy on Handling and Disposal of Coal Washery Reject vide letter of even numbder dated 27.05.2021.

2. It has now been decided to amend the aforesaid Policy as under:

Existing Provision	Amended Provision
Para 4.1.4: "*Whenever it is decided to dispose HCV rejects under this route, owner/deemed owner shall obtain prior permission from Coal Controller's Organisation (CCO) by applying in a specified format. CCO may carry out necessary inspections and draw samples of CWR being despatched for ascertaining GCV and other particulars."*	**Para 4.1.4**: Whenever it is decided to dispose HCV rejects under this route, owner/deemed owner shall submit information to the Coal Controller Organisation (CCO) in a specified format. The owner/deemed owner shall certify the calorific value of such rejects disposed and submit the same to the CCO.
Para 4.2.3: "*Whenever it is decided to dispose HCV/LCV rejects under this route, owner/deemed owner shall obtain prior permission from Coal Controller's Organisation (CCO) by applying in a specified format. The owner/deemed owner shall also give an undertaking that due diligence was made for disposal of HCV rejects as per Para 4.1. CCO may carry out necessary inspections and draw samples.*"	**Para 4.2.3**: Whenever it is decided to dispose HCV/LCV rejects under this route, owner/deemed owner shall submit information to the Coal Controller Organisation (CCO) in a specified format. The owner/deemed owner shall also submit an undertaking to the CCO that it has taken all steps for disposal of HCV rejects as per Para 4.1. The owner/deemed owner shall certify the calorific value of such rejects disposed and submit the same to the CCO.

3. This issues with the approval of the Competent Authority.

Digitally signed by
ALOK VERMA
Date: 18-12-2025
16:09:33

(Alok Verma)

Under Secretary to the Government of India

To,

1. CMD, Coal India Limited, Kolkata
2. CMD, Singareni Collieries Company Limited, Telangana
3. CMD, NLCIL
4. CMD, CMPDIL

Copy for information and necessary actions to:

1. PS to Minister of Coal
2. PSO to Secretary Coal. Ministry of Coal
3. PPS to Additional Secretary(SKJ), Ministry of Coal
4. PPS to Additional Secretary(RB), Ministry of Coal
5. PPS to Joint Secretary(SKK), Ministry of Coall
6. PPS to Joint Secretary & FA, Ministry of Coal
7. PS to DDG, Ministry of Coal
8. PS to Advisor Projects

Copy to:

1. Director, NIC, Ministry of Coal, with a request to upload it on the website of the Ministry of Coal
2. Hindi Section for Hindi translation of above.

____

F. No. CCT-13011/3/2007-CA-I(Vol-III)
Government of India
Ministry of Coal

Room No. 622-A, Shastri Bhawan, New Delhi,
Dated: 27th May, 2021

To,
The Coal Controller,
Coal Controller's Organisation,
Council House Street,
Kolkata-700001

Subject: Policy for Handling & Disposal of Washery Rejects

Sir,

The proposal of Handling & Disposal of Coal washery Rejects has been under examination in this Ministry and with the approval of Competent authority, the policy for Handling & Disposal of Washery Rejects has been framed. The present Policy will regulate the handling and disposal of Coal Washery Rejects in a uniform manner and will be applicable on all coal Washeries.

Policy for Handling & Disposal of Washery Rejects

1. Objective

a. To define coal washery rejects

b. To facilitate conservation of energy through environment friendly extraction of residue energy from coal washery rejects

c. To regulate the use of coal rejects with an aim to minimize the pollution footprint

d. To decide the ownership of rejects in different modes of washery operations

e. To ensure stacking of rejects, dumping of rejects in mine voids/low lying areas in environment friendly manner

f. To provide for a mechanism for monitoring and control

2. Some of the key terms – defined

2.1 **Coal Washery Rejects (CWR)** are the by-product of Coal Washeries with Gross Calorific Value (GCV) less than 2200 kcal/kg.

2.2 **High Calorific Value (HCV) coal Washery Rejects** are rejects with GCV equal to or in excess of 1500 kcal/kg.

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2.3 **Low Calorific Value (LCV) coal Washery Rejects** are rejects with GCV less than 1500 kcal/kg.

2.4 **Owner of CWR** shall be the party, which owns the raw coal supplied to the Washery. Hereinafter, the term **Owner** shall be used for the owner of CWR.

2.5 **Deemed Owner of CWR** Any rejects generated due to washing that cannot be utilised by the owner may be sold to washery operator and in such case the washery operator will be deemed owner of CWR.

3. Stacking of CWR

3.1 Owner/deemed owner shall ensure that LCV and HCV Rejects are stacked separately at appropriate sites selected as per environmental guidelines issued in this regard.

3.2 Each stacking site shall be properly levelled, surveyed and a grid plan shall be prepared showing RLs at 15 m interval.

3.3 During stacking of CWR, all environmental and safety guidelines shall be followed. Due precautions shall be taken against spontaneous heating.

3.4 The Owner/deemed owner shall get the average GCV of each stock examined as per the guidelines issued by CCO in this regard.

3.5 Monthly records shall be maintained in respect of each stock of CWR showing the opening stock, amount of CWR received in and despatched from the stock during the month, closing stock, average GCV and other relevant details.

3.6 The owner/ deemed owner will ensure disposal of rejects as specified in EC conditions.

4. Disposal of CWR

4.1 Prioritizing conservation –Extraction of energy from the HCV rejects

4.1.1 As Indian coal is inherently difficult to wash, the loss in calorific value in rejects is often too high and therefore may be gainfully used as source of energy in CPPs (Captive Power Plants) /TPPs (Thermal Power Plants) for generation of power and other permissible end usages etc.

4.1.2 Owners/ deemed owners shall take all possible initiatives to ensure extraction of energy from the generated HCV rejects through its use as source of energy in various environmentally permissible end usages. **This is in line with Rule-27 of Solid Waste Management Rules –**

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2016, which requires extraction of energy from solid wastes of high calorific value of 1500 kcal/kg or more. The owners shall maintain a record of all such initiatives (failed/successful) showing all relevant details in a specified format.

4.1.3 The Owner/ deemed owner shall ensure that the HCV reject is supplied to such end users who possess valid environmental clearances/permits for its use.

4.1.4Whenever it is decided to dispose HCV rejects under this route, Owner/ deemed owner shall obtain prior permission from Coal Controller's Organisation (CCO) by applying for the same in a specified format. CCO may carry out necessary inspections and draw samples of CWR being despatched for ascertaining GCV and other particulars.

4.2 Exploring alternate use of Washery Rejects – 2nd priority

4.2.1 If the initiatives taken under Para-4.1 above do not fructify for the HCV rejects, the Owner/ deemed owner will explore **other permissible uses** of HCV rejects such as replacement of construction material (for highways, railways, dams, embankments, etc.), reclamation of land, brick making, or any other alternative gainful use. This exercise will also be carried out in respect of LCV rejects.

4.2.2 Actions for disposal of HCV rejects under this route shall be taken up only when due diligence was made by the Owner/ deemed owner for utilizing the rejects in terms of Para-4.1 above. All documentary evidences of such due diligence shall be kept maintained by the Owner/ deemed owner.

4.2.3 Whenever it is decided to dispose HCV/LCV rejects under this route, Owner/ deemed owner shall obtain prior permission from Coal Controller's Organisation (CCO) by applying for the same in a specified format. The owner/ deemed owner shall also give an undertaking that due diligence was made by him for disposal of HCV rejects as per Para-4.1. CCO may carry out necessary inspections and draw samples of CWR being despatched for ascertaining GCV and other particulars.

4.3 Dumping of Washery Rejects in mine voids/low lying areas in environment friendly manner

4.3.1 If all initiatives taken under Para-4.1 and Para-4.2 above do not fructify, the Owner/ deemed owner may resort to the last option of dumping of Washery rejects in mine voids or low lying areas in an environment friendly manner observing all precautions relating to safety and environment, as stipulated in statute and various guidelines. Going for this option will require proper and prior study of implications involved and with adoption of appropriate 'engineering

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solutions' to avoid spontaneous heating, and possible contamination of water bodies.

4.3.2 Actions for disposal of rejects under this route shall be taken up only when due diligence was made by the Owner/ deemed owner for utilizing the rejects in terms of Para-4.1 and Para-4.2 above. All documentary evidences of such due diligence shall be kept maintained by the Owner/ deemed owner for inspection/verification of CCO as and when required.

4.3.3 Selection of Mine Voids/Low lying areas shall be the look-out of the Owner/ deemed owner, who shall enter into an appropriate arrangement with owner of the mine void/low lying area for dumping of rejects therein.

4.3.4 **All Coal mining companies shall identify and make a list of abandoned mine voids/running mines suitable for dumping of rejects and submit the same to CCO. The list of such mines shall be updated annually by the coal companies.**

4.3.5Whenever it is decided to dispose rejects under this route, Owner/ deemed owner shall obtain prior permission from Coal Controller's Organisation (CCO) by applying for the same in a specified format. He shall enclose the agreement made with the owner of mine void/low lying area, a plan of the site showing the total area to be utilized for dumping, manner of transport and dumping, precautions proposed to be taken, structure of supervision, manner of final reclamation etc. The owner/ deemed owner shall also give an undertaking that due diligence was made by him for disposal of rejects as per Para-4.1 and Para-4.2.CCO may carry out necessary inspections and draw samples of CWR being despatched for ascertaining GCV and other particulars.

4.3.6 The owner/ deemed owner shall submit a Bank Guarantee (BG) @ Rs. 5.0 (five) lakh per hectare as guarantee towards final reclamation of the site to CCO. However, if the proposed mine has already an approved Mining Plan/ Mine Closure Plan, submission of BG may be dispensed with if an undertaking of the Mine is submitted in this regard.

4.3.7 It shall be responsibility of the Owner/ deemed owner to ensure that all precautions and safety measures are taken to ensure environment friendly disposal of rejects in a safe manner.CCO and other statutory agencies may carry out periodic inspections of the dumping site(s) to ensure compliance of such guidelines.

4.3.8 After completion of dumping and final reclamation by the Owner/ deemed owner, the reject dumping site shall be inspected by CCO to ascertain the efficacy of reclamation and precautionary measures put in place. If any deficiency is noticed, CCO may ask for remedial actions to be carried out by the Owner/ deemed owner failing which, CCO will

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get the job done by any third party by encashing the BG submitted by the Owner/ deemed owner. The site shall not be declared closed for return of BG unless it is certified by the CCO that the site has been reclaimed adequately. CCO may obtain services of an accredited independent agency for carrying out such inspections at Owner's/ deemed owner's cost.

4.3.9 The Owner/ deemed owner will maintain a record of all such cases of reject dumping along with all relevant details in a specified format.

4.4 Additional obligations for Linkage holders (regulated sector) obtaining coal at subsidized rates through FSA route and the owners of coal block allocated through allotment route

4.4.1 The Linkage holders drawing coal under the Long-Term Linkage, as per National Coal Distribution Policy (NCDP)/Fuel Supply Agreements (FSAs) and the coal block owners (allotment route) are solely responsible for efficient use of coal for the specified purpose as per the FSA/allotment order.

4.4.2 **If coal is washed in a 3rd party Washery, such linkage holders/ block owners and in case any agreement is signed with washery operator as mentioned in para 2.5 the said washery operator (deemed owner) will be responsible for handling and disposal of rejects.**

4.4.3 Linkage holders/block owners have to declare the benefits derived from disposal of rejects/ agreement with washery operator and the methodology for passing on the benefits derived from such transaction to the public. The detailed information in this regard is to be furnished to the concerned Electricity Regulator or other authorities, if any.

5. Maintenance of records and submission of returns

5.1 The Owner/ deemed owner shall maintain all records that are specified in preceding paragraphs and all records required to be maintained under various applicable statutes/guidelines/orders in vogue.

6. Monitoring and Control

6.1 Subsequent to grant of permission for disposal of reject under any of the three routes, CCO may carry out inspection of concerned Washery, check the records maintained by the Owner/ deemed owner and draw samples from the reject stock/reject in transit for verifying the GCV. CCO shall carry out such inspections and maintain a record of the same along with other relevant details.

6.2 CCO shall carry out regular/surprise inspections of Washeries and also the sites of reject handling to check the efficacy of handling and

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disposal of rejects. CCO may check the various records, as mentioned in preceding paragraphs, maintained by the Owner/ deemed owner and may also get the samples drawn and tested from reject stocks or stock of any other Washery product.

6.3 Cost of all sampling and testing carried out by the CCO under the provisions of this policy shall be borne by the Owner/ deemed owner.

7. Nothing in preceding paragraphs shall absolve the Owners/ deemed owners from fulfilling the various statutory requirements under other applicable statutes and obligations under various agreements executed with the Ministry/coal companies. Similarly the present policy shall not place any restrictions on various statutory bodies/State authorities/ coal companies in discharging their duties with regard to coal Washeries under respective statutes/agreements.

2. Since the competent authority has approved the **policy for Handling & Disposal of Washery Rejects** as mentioned in Pars 1 above, policy may be circulated to all concerned for further action. The action taken report shall be sent to this Ministry from time to time

Yours faithfully,

Sujeet Kumar 27/5/21

(Sujeet Kumar)

Under Secretary to the Government of India

Copy for necessary action to:

1. Chairman cum Managing Director, Coal India Limited, Kolkata
2. Chairman cum Managing Director, Singareni Collieries Company Limited, Telangana

Copy for information and necessary actions to:

1. PS to Minister of Coal
2. PSO to Secretary Coal. Ministry of Coal
3. PPS to Additional Secretary(VKT), Ministry of Coal
4. PPS to Additional Secretary(MN), Ministry of Coal
5. PPS to Joint Secretary(SBN), Ministry of Coal
6. PPS to Joint Secretary(BPP), Ministry of Coal
7. PPS to Joint Secretary(VT), Ministry of Coal
8. PPS to Joint Secretary & FA Ministry of Coal
9. PS to Economic Advisor, Ministry of Coal
10. PS to DDG, Ministry of Coal
11. PS to Director (T), Ministry of Coal

Copy to:

1. Director, NIC Ministry of Coal-with a request to upload it on the website of Ministry of Coal
2. Hindi Section for Hindi translation of above.
3. Under Secretary, Vigilance Section, Ministry of Coal w.r.t. Vigilance section's O.M. No. 13029/09/2014-vig dated14.04.2021.

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