

ईस्टर्न कोलफिल्ड्स लिमिटेड

(कोल इंडिया का एक उपक्रम)

विपणन एवम विक्रय विभाग

सांक्तोड़िया, पो: डिसेरगढ़

जिला: बर्धवान ७१३३३३

दूरभाष: ०३४१-२५२०२०९

ईमेल: gmsalesecl@gmail.com

वेबसाइट: www.easterncoal.gov.in



Eastern Coalfields Limited

(A subsidiary of Coal India Ltd)

Marketing & Sales Department

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(An ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 Certified Company)

ECL/HQ/M&S/Forward Auction/ 112

Date: 11.02.2022

NOTICE

Sale of coal under Special Forward e-Auction for Power Producers (Excluding CPPs) of 2021-22 and 2022-23 (Feb'2022 to Apr'2022)

Power Producers, desirous of procuring coal from the mines of ECL through Special Forward e-Auction for Power Producers (Excluding CPPs) for own consumption only, are hereby notified that the following are the schedule of dates and the details of source/grade/size-wise quantities offered for sale by Road mode through Special Forward e-Auction for Power Producers for 2021-22 and 2022-23.

Schedule of dates

S.N	Event	Schedule	Service Provider
1.	Registration with service provider	11 th Feb to 19 th Feb 2022	MSTC Ltd.
2.	Submission of EMD (in Form of BG)	11 th Feb to 16 th Feb 2022	
3.	Submission of EMD (in Form of RTGS etc.)	11 th Feb to 20 th Feb 2022	
4.	Special Forward e-Auction	Monday, 21st Feb'2022	

Source-wise Grade-wise offer:

Mode	Area	Colliery / Source	SAP Plant Code	Grade & Size	Notified Price in Power Sector (in Rs./ tonne)	Reserve Price (in Rs./ tonne)	Offered Quantity (in tonnes)
ROAD	Salanpur	Gourangdi Begunia	4515	G8 ROM (-100mm)	1475	1844	1,00,000
ROAD	Salanpur	Itapara OCP	4513	G8 ROM (-100mm)	1475	1844	80,000
ROAD	Salanpur	Gourangdi (A) OC	4514	G8 ROM (-250mm)	1475	1844	40,000
TOTAL							2,20,000

The Special Forward E Auction for Power Producers (excluding CPPs) of 2021-22 and 2022-23 will be conducted as per the terms and conditions of the "Special Forward E Auction scheme for Power Producers" of CIL. However, the modalities for Special Forward e-Auction will stand modified to the following extent:

1. Applicable price on the date of dispatch of coal would be variable in line with the changes in the notified price of CIL, i.e. the percentage increase over the Reserve Price arising out of price revision, if any, on the date of dispatch. However, any change in the methodology/guiding principle for determining the reserve price in subsequent days would

not be applicable for revision of current method of determining the reserve price, except for such change in the notified price as mentioned above.

2. Bidders will have to bid for Source-wise, grade wise quantity in aggregate and month wise coal value is to be deposited as per extant practice.
3. The validity period of lifting against successful quantity shall be 03 months from Feb.'2022 to Apr'2022 and successful bidders have the option of choosing the monthly quantity. For Rail supply, the validity of taking allotment will be within 30 days of the last date of paying installments of coal value for the month by buyers and supply will be made as per extant railway rules.
4. Successful bidders, after winning bid quantity in the auction, shall have to give a declaration to ECL, distributing the aggregate quantity in 03 months (Feb.'2022 to Apr'2022) within 7 days of auction. However, the distribution of lifting program can be recast if needed based on mutual consent of buyer and seller.
5. In case of non-submission of said distribution of the quantity by the successful bidders, ECL will distribute the quantity booked in equal monthly installments for 3 months.
6. For road mode, the successful bidders after said auction will be required to deposit coal value for supply in a month with the concerned coal company in two installments as per their choice. The First installment to be given within 10 working days of the respective month and the second installment is to be paid by successful bidder within last working day of the month. However, for any rescheduling of payment by successful bidders for the first month after auction, if needed, ECL may decide the dates for payment installments in consultation with successful bidder.
7. The successful bidder will be required to deposit coal value against the scheduled quantity of the month with the concerned coal company on monthly basis in two installments as per bidder's choice. The first installment to be deposited within 10 working days of start of the month and the second installment by the end of the month. Such payments shall be made through e-transfer (RTGS/NEFT) in favour of the concerned coal company payable along with the debit advice issued by the bank certifying that e-transfer has been made by debiting the account of the concerned consumer/ bidder. However, dates of payment can be rescheduled by the coal company for the first month of the e-auction period if needed.
8. Bidders who have already registered for participating in the earlier phases of Special Forward e-auction conducted earlier shall be eligible to participate subject to deposition of required EMD.
9. As per clause 4 of Special Forward e-Auction Scheme for Power Producers, applicable rate of EMD will be 10% of reserve price of e-auction in case Bank Draft/RTGS/NEFT/e-transfer and 20% of reserve price of e-auction in case of Bank Guarantee.
10. The validity of the BG shall be at least throughout the pendency of lifting i.e. from starting date to the last eligible date for lifting of coal, plus 45 days in case of Road. The validity of the Bank Guarantee shall be throughout the pendency of lifting i.e. from starting date to the last eligible date for lifting of coal plus 90 days, which will be extendable as desired by ECL in case of rail mode.
11. The bidders who have applied for CTO: The bidders who have applied for renewal of CTO of the respective plant and yet to receive the valid NOC from the respective State Pollution Control Board are required to furnish the proof of application to the State Pollution Control Board along with an affidavit declaring that the copy of original certificate will be submitted within 3 months from the date of expiry of CTO or validity period for lifting coal whichever is earlier. However, the bidder along with proof of application to the State Pollution Control Board needs to submit the copy of affidavit, duly notarized, if it is already submitted for participating in the earlier phases of Special Forward e-Auction. Bidders who are yet to apply

for renewal of CTO which will expire during the pendency of lifting: Those bidders shall have to submit an undertaking (in form of affidavit duly notarized) stating that they will submit the copy of application documents for renewal of CTO to the respective State Pollution Control Board and the original CTO will be submitted within 3 months from the date of expiry of the CTO or end of validity period for lifting coal whichever is earlier.

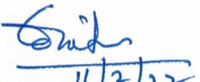
12. In case of deposition of security deposit in the form of BG, the successful bidders shall be depositing applicable full coal value against the monthly distributed quantity. The BG shall remain as security with Coal Company, in case of default in lifting the coal, company shall encash the applicable amount from the BG giving 10 days' notice to the successful bidder, and in case the amount under encashment is paid by the bidder within 10 days the BG shall not be encashed. Otherwise, the BG shall be encashed in full irrespective of amount of forfeiture. However, the bidders shall have the option to deposit fresh BG to take back the security deposit available with Coal Company. In case of non-deposition of fresh BG the encashed amount will remain as cash security deposit to coal company.
13. **It may be noted that by participating in the Special Forward e-Auction for Power Producers, the bidder shall be deemed to have undertaken that they will ensure the compliance of all the MoEF stipulations with regard to usage of coal in their respective Power Plants, absolving ECL from all the responsibility in this regard.** The registered Bidders shall be required to record their acceptance after login, of the above undertaking along with Terms & Conditions of the Special Forward e-Auction along with all the amendments before participation in the actual Bidding Process.

For format of Bank Guarantee and other relevant details consumers/customers are advised to visit the websites of Coal India Limited (www.coalindia.in & www.easterncoal.nic.in)

The address of the aforementioned service provider and ECL are given below:

1. M/S MSTC LIMITED, 225 C, AJC BOSE ROAD, KOLKATA – 20.
2. EASTERN COALFIELDS LIMITED, Sanctoria, Post: Dishergarh, Dist.: Paschim Burdwan, W.B., PIN – 713333

ECL reserves the right to modify the particulars of e-Auction as above or withdraw the notice at any point of time, which would be duly notified on ECL's website i.e. www.easterncoal.nic.in and also on Service Provider's website.


HOD (M&S) 11/2/22

Copy to:

1. Notice Board, M&S Dept., ECL, Sanctoria
2. GM (M&S-Comml), CIL
3. GM Salanpur, ECL.
4. Sr. Manager (Finance)/AF to M&S, ECL
5. Manager (M&S/RS), ECL
6. M/S MSTC LTD – May kindly upload the notice along with the annexures and conduct the e-auction.

**BANK GUARANTEE FORMAT
FOR EMD CUM SECURITY DEPOSIT**

On Rs. 100/- Non judicial Stamp Paper

Date of Issue: -----

Effective Date: -----

Expiry Date: -----

Value of B.G: -----

[The Chairman – cum- Managing Director,
Eastern Coalfields Limited
Sanctoria, PO- Dishergarh, Dist: Paschim Burdwan,
PIN- 713333

In consideration of the offer for coal through Special Forward E-auction for Power Producers (excluding CPPs) by **Eastern Coalfields Limited** having its Registered Office at Sanctoria, PO- Dishergarh, Dist: Paschim Burdwan, PIN 713333 (hereinafter referred to as ‘**Seller**’, which expression shall unless excluded by or repugnant to the subject or context, include its legal representatives, successors and permitted assigns, M/s..... Name of the Company/ Partnership firm/ Proprietor) having its registered office at _____(address of the Company/ Partnership firm/ Proprietor) (hereinafter referred to as the "Bidder" initially and once succeeded in the Bid referred to as "Purchaser" which term shall unless excluded or repugnant to the subject or context include its legal representatives, successors and permitted assigns in case of Company being required to furnish Earnest Money Deposit (EMD) for the purpose of participating in the Bid and the said EMD to be converted to Security Deposit and maintained with the Seller, once successful in the said Bid as per the terms of the Special Forward E-auction for Power Producers (excluding CPPs).

We, _____(Name and address of the Bank), having its Head Office at _____(Address of the Head Office of the Bank) (hereinafter called the Guarantor, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby irrevocably and unconditionally guarantee and undertake to pay Seller or such other place or places as may be directed by the Seller all amounts payable by the Purchaser to the extent of Rs. _____/- (Indian Rupees _____) at any time upto _____(date that is 06 (six) months from the date of issue of the Bank Guarantee) subject to the following terms and conditions :-

- 1) The Guarantor shall pay to the Seller on demand and without any demur, reservation, contest, recourse or protest and/ or without any reference to the Bidder/Purchaser. As to whether the occasion or ground has arisen for such demand, the decision of the Seller shall be final.

- 2) The Seller shall have the fullest liberty without reference to the Guarantor and without affecting this guarantee to postpone at any time or from time to time the exercise of all or any of its powers and rights under arrangement made with the Bidder/Purchaser, and the Guarantor shall not be released from this guarantee by any arrangement between the Seller and the Bidder/Purchaser or any alteration thereof made with or without the consent of the Guarantor or by exercise or non-exercise by the Seller of all or any of its powers and rights against the Bidder/Purchaser, or any other forbearance, act of omission on the part of the Seller or indulgence granted by or on behalf of the Seller to the Bidder/Purchaser, which under the law relating to surety ship would but for this provision have the effect of releasing the Bank as Guarantor from their obligations under this guarantee.
- 3) The guarantee herein contained shall not be determined or affected by the winding up or insolvency of the Bidder/Purchaser, but shall in all respects and for all purpose be binding and operative until all monies due to the Seller in respect of all liability or liabilities of the Bidder/Purchaser are fully paid.
- 4) It is also agreed that Seller will be entitled at its option to enforce this guarantee against the Guarantor as principal debtor in the instance notwithstanding any other security or guarantee that the Seller may have in relation to the Bidder/Purchaser's liability.
- 5) The Guarantee will remain valid for a period of six (06) months from the date hereof and to such further period, as may be required and agreed by the Parties and agreed by the Guarantor before the expiry of the aforesaid validity.
- 6) The Guarantee shall cover all claims or demand of Seller to the extent of the amount guaranteed.
- 7) Notwithstanding anything contained, the liability of the Guarantor under this Agreement is restricted to Rs. _____/- (Indian Rupees _____), and the same will remain in force upto and including the day of _____ (date that is six (06) months from the issue of the Bank Guarantee) and to such further period, as may be required and agreed by the Parties and agreed by the Guarantor before the expiry of the aforesaid validity.
- 8) This guarantee can be enforced by Seller any time for their claims or demand to the total extent of Rs. _____/- (Indian Rupees _____), as long as it remains in force.
- 9) Unless a demand or claim under this guarantee is received by the Guarantor in writing within the period mentioned in clause 5 and 7 hereof, all rights of the Seller under this instrument shall be forfeited and the Guarantor shall be relived or discharged from all liabilities.
- 10) The guarantee is operative at our ----- (name and address of the branch) Branch at Kolkata.
- 11) This guarantee shall not be discharged due to the change in the constitution of the issuing bank.

- 12) The bank has under its constitution power to give guarantee and Shri _____ who has signed on behalf of the bank has authority to do so.

The Postal address, PIN code, Branch code, IFSC code, Telephone No., Fax No. and E-mail address of both the outstation bank issuing the bank guarantee and operating branch at Kolkata are as follows:

- I. Postal address & PIN Code of the outstation bank issuing the guarantee:
- II. Branch Code:
- III. IFSC Code :
- IV. Telephone No. of the outstation bank issuing the guarantee:
- V. Fax No. of the outstation bank issuing the guarantee:
- VI. E-mail address of the outstation bank issuing the guarantee:

- I. Postal address & PIN Code of the local operating branch in Kolkata:
- II. Branch Code:
- III. IFSC Code :
- IV. Telephone No. of the local operating branch in Kolkata:
- V. Fax No. of the local operating branch in Kolkata:
- VI. E-mail address of the local operating branch in Kolkata:

Signature of the Bankers
With date & Rubber Stamp