

**Terms & Conditions of Special Forward e-auction Scheme, 2016 for**  
**Power Producers (excluding CPPs)**  
**(For sale of coal for the year 2016-17)**

**Objective:**

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

**1. Eligibility & Price:**

- 1.1. All power producers already commissioned and who are in stress in respect of coal receipt or being commissioned, are eligible to apply for the Special e-auction window **for own consumption only and not for transfer or re-sale of coal provided the power plants have long term/ medium term PPA with DISCOMs./ entities having back to back PPA with DISCOMs.**

- 1.2. **Price of Coal: The Reserve Price of coal** shall be as under

For Power Producers (IPP/ any State/ Central Genco):

The Reserve price = (Notified Basic Price of Power Sector)

notified basic price of power sector shall be as per the Price notification of SCCL displayed in SCCL Website for respective grades of coal or at Specific dispatch point/mines. The notification can be downloaded from the website : [http://www.scclmines.com/scclnew/our-business\\_coal-prices.asp](http://www.scclmines.com/scclnew/our-business_coal-prices.asp).

**The Reserve price is applicable for Power Plants having long/medium term PPA with DISCOMs/ entities having back to back PPA with DISCOMS.**

**Registration:**

- 13 To participate in Special Forward e-Auction, Power Producers shall be

required to register himself / itself with respective Service Provider nominated / appointed by SCCL. For such registration, a consumer shall be required to complete all necessary formalities by making an application to the nominated/appointed Service providers of SCCL in the prescribed format available on the web site of the respective service provider along with certified copies of valid documents, including

1.3.1. A declaration on stamp paper of minimum Rs 10(ten) value before a 1st Class/Executive Magistrate certifying coal purchased will be for own consumption and generation of power only and would not be resold, transferred or exported. The power Producers shall also furnish the status of commissioning under the affidavit with other particulars like Name of Plant, No of Units, capacity as per format annexed as Schedule-I . Bidders shall also declare under the same Affidavit that If at any later stage, it is found that the documents produced were false, misleading or any misinterpretation was made, the defaulting bidder shall be debarred from participating in auction of coal by SCCL for next 1 year.

1.3.2. Certificate of incorporation issued by the registrar of companies (ROC),

1.3.3. Latest Income-tax return

1.3.4. PAN No. ,

1.3.5. Valid Sales Tax/VAT registration certificate,

1.3.6. A board resolution authorizing one representative of the power plants who will be authorized to sign on behalf of the company with attested passport size photographs of the authorized Officials.

1.3.7. Valid NOC from State/Central Pollution Control Board,

- i. Wherever the State Pollution Control Board is not specifying the validity of the certificate issued by them to the unit or in other words have issued the open ended certificate such a certificate will be considered acceptable and intimation will be sent to the authority responsible for issuance of Pollution Certificate in the State.

And

For the purpose of registration, bidders who are yet to receive Pollution Certificate in spite of having applied for the same may furnish evidence by producing certified copy of payment receipts / acknowledgements etc. for such applications made to the pollution control authority. However, before participating into the bidding they will have to produce either **the valid Pollution Certificate or a "No Objection"** for consuming coal issued by the Pollution Control Board/ authority to which application for pollution certificate had been made.

- ii. The Bidder in case of non-availability of either of the above may become eligible to Bid by furnishing an Affidavit that they will furnish the Consent to Operate on or before ten days from the date of e-auction. Supply of coal shall only take place after submission of CTO/NOC as above in case of failure, coal allocation secured, if any, would stand cancelled and the corresponding EMD submitted shall stand forfeited.

- 1.4. The registration can be done on-line or at any front office of the service provider.
- 1.5. The bidder will be responsible for ensuring to keep the registration valid, and for the purpose, the consumer / bidder will keep all the documents mentioned in above clauses valid throughout the period right from bidding up to completion of lifting. In the event of expiry of any of these documents, the registration will automatically become dormant and during the period of dormancy, the consumer/ bidder will not be allowed to participate in bidding by the service providers and release of coal will be kept suspended by the Coal Company.
- 1.6. Such suspension of release of coal will be treated as a failure on the part of consumer / bidder and the proportionate EMD equivalent to the failed quantity shall be forfeited. The registration will however be restored by the service provider and thereafter participation in the bidding will be allowed after submission of the valid document(s) / extension of the validity of the document(s) and coal releases / lifting will be allowed by the SCCL. The

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

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

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

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

1.10. The registration done earlier by the applicants for "Special E-auction 2015 for power producers" will be valid for "Special Forward e-Auction" with the respective Service Provider and the documents submitted earlier should be valid.

1.11. The Successful bidder shall also register for customer code generation of SCCL along with the required documents as per the Annexure-I .

## 2. Photo ID Cards:

2.1. The Service Provider shall issue "Photo Identity Card" to their registered bidders duly authenticating the identity & signature, indicating a "Unique Registration Number" allotted to them. The "Unique registration number" of the registered bidders shall be communicated to the SCCL by the Service Provider. The details of the Sales tax / VAT registration number as well as consumer status of the applicant unit shall also be duly incorporated in each Photo Identity Card. Based on the above Unique Registration Number details and as per the details of the customer based on the Control Ledger Proforma enclosed as per 1.11 SCCL customer code will be generated and linked to the above "Unique Registration Number.

## 2.2. Earnest Money Deposit (EMD):

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

The Bidder shall have the option to furnish the EMD in the format of Bank Guarantee (Anexure-II)

- a) Which shall be to the tune of 10% of the reserve price of special forward e-auction for the intended bid quantity in terms of Basic price excluding taxes duties and other charges.
- b) The BG should be drawn on any schedule Bank located at Hyderabad and to be furnished **within Ten (10) days prior to the E-auction** or else due to delay in confirmation of BG Bidder cannot participate in auction.
- c) The validity of the BG shall be till the period of Special Forward E-auction and additional 6 months.

- d) Confirmation of the BG shall be taken in writing from the issuing and the nodal Branch by SCCL. However in spite of effort if SCCL fails to get required BG conformation from the issuing and the nodal branch before the schedule auction date, the bidder shall not be eligible to participate in the bidding and the reason for non confirmation of BG shall be attributed to the bidders.
- e) After completion of auction the BG of the successful Bidders will remain with SCCL along with the copy of the confirmation of the BG.
- f) In case of falsification in BG, the concerned Bidder will be Blacklisted also any amount equivalent to EMD in credit in SCCL and the same will be forfeited.
- g) In the event of non-deposition of 100% coal value for issue of sale order by the bidder in terms of clauses, EMD as per e-auction scheme will be forfeited/proportionate encashment of the BG as the case may be.

### **Payment Terms**

The payment may also be in the form of Letter of Credit System., Where in the purchaser shall opens/ maintain Irrevocable Letter of Credit issued by a bank accepted to the seller as mentioned below

STATE BANK OF HYDERABAD  
INDUSTRIAL FINANCIAL BRANCH  
PUNJAGUTTA  
HYDERABAD

It shall be in the required format and an amount equivalent to one month coal sale value for the successful bid quantity. The IRLC shall be maintained throughout the terms of this agreement. The amount of IRCL shall be modified if there is in a change in component of price of coal. The bills and payments shall be made as per the Terms and Conditions of IRLC (Enclosed )

### **IRLC Terms and Conditions**

In the event the Purchaser opts to submit IRLC, as per the payment provisions laid down in the IRLC shall conform to the following conditions:

1. The underlying amount of IRLC shall be equivalent to ONE MONTH TOTAL COAL SALE VALUE FOR THE SUCCESSFUL BID QUANTITY and at any point of time of the E-auction period the amount shall not be less than 1 month period.

2. The underlying amount of IRLC shall be suitably changed whenever there is a change in any component of the price of coal..
3. The terms of the IRLC shall be for a minimum period of e-auction and the same shall be renewed one month prior to its expiry so as to remain valid throughout the term of the Agreement.
4. 100%payment shall be released in favour of the Seller against the bills / invoices duly signed and submitted by the Seller.
5. IRLC shall be automatic without any reinstatement clause, accordingly the amount of each withdrawal shall be automatically reinstated.
6. IRLC shall be issued by a bank acceptable to the Seller.
7. All IRLC charges including those related to opening, establishment, negotiation, re-instatement, amendment or any other incidental charges shall be borne by the Purchaser.
8. All documents drawn under the IRLC shall be in English language only.
9. All amounts under this IRLC shall be payable at State Bank of Hyderabad, Industrial Finance Branch, Punjagutta, Hyderabad.
10. There shall be no restriction for the number of draws in a month.

**3. Methodology:**

- 3.1. SCCL would draw programme for Special e-Auction which will be notified minimum 7 days in advance from the date of commencement of special e-auction on the SCCL Notice Boards as well as their Websites. The programme shall be intimated to the respective Service Provider for hoisting the same at their web site also for information of all interested consumers.
- 3.2. The Service Provider shall conduct the Special e-Auction as per the programme notified by SCCL and in the web site of the SCCL and Service Providers on the scheduled date/s and time.

- 3.3. The date, time and period of e-Auction as notified in advance including closing time on portal of Service Provider shall be adhered to except in force majeure situations. However, the closing time of e-Auction will be automatically extended up to last Bid time, plus 5 minutes, so that opportunity is given to other Bidders for making an improved Bid on that item.
- 3.4. Before on-line bidding for price and quantity in the Special e-Auction, the bidder shall agree on-line to accept the condition that the coal purchased in the Special e-Auction shall be used for own consumption only and not for any other purposes. The bidder shall also agree on-line to all the other terms & conditions displayed along with the notice of Special e-Auction.
- 3.5. Before participating in e-Auction, bidders must satisfy themselves with the grade/quality of coal being offered from a source.
- 3.6. Joint Sampling Protocol facility as is being currently in vogue for the FSA consumers with the Power Producers(IPP/SEB) shall be available to successful bidders under the special e auction, if requested in writing to the supplying coal company. If the successful bidder desires to have third party sampling system, the third party sampling and analysis agency shall be approved by CIMFR. In the absence of appointment of any agency by CIMFR, the current joint sampling protocol will be applicable. Facility charges shall be applicable for the successful bidders who desires to have joint sampling. Facility charges shall be as per the Price Notification. Debit/Credit notes shall be issued in case of grade slippage/improvement after the analysis of the grade either by Joint sampling protocol or by third party.
- 3.7. Prospective Bidders are entitled to bid for the quantity to the extent of amount of EMD coverage which is available with the Service Provider in the bidder's account at the time of bidding.



3.8. The bidder has to bid for a price equal to or above the reserve price so as to secure consideration in the concerned Special e-auction. The bidder shall offer his Bid price (per tonne) in the increments of Rs.10/- (Rupees ten) or multiple thereof during the normal e-Auction period. During the extended period, the bidder shall offer his Bid price in the increment of Rs.20/- (Rupees twenty) or multiple thereof.

3.9. Following criteria would be adopted in deciding the successful bidders:-

3.9.1. 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.

3.9.2. 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.

3.9.3. 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.

3.10. The clauses for forfeiture of EMD shall be as specified above at 7.1 and elsewhere in the conditions.

While maintaining the secrecy of Bidder's identity, the web site shall register and display on screen the lowest successful Bid price at that point of time. The system will not allow a Bidder to Bid in excess of his entitled quantity as per his EMD. However once a Bidder is out-bided by another (in part or full) the particular Bidder shall become eligible for making an improved Bid.

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

4.1. There will be separate Special e-Auctions for dispatches 'by rail and road mode (though conducted under same notice) even if e-Auction offer by rail and road mode is from the same source earmarking separate mode-wise quantities under the same Special e-Auction for that source. For the sources where rail cum road mode are offered, The minimum quantity for bidding shall be 4000 tonne (Four thousand tonne only) and in multiple thereafter for a source for supply.

4.2. For the sources where coal supply will be by rail only, the minimum quantity for bidding shall be one rake and in multiple thereof for the period for a source. The rake size shall be as per prevalent Railway rules. The quantity of coal in a rake shall be as indicated in the notice of Special e-Auction.

4.3. The Buyer should satisfy itself / himself about the Rake fit stations / destinations from the Railways before participation in e-Auction by rail. No acceptance of the programme, even after the option exercised under extant Railway rules, on account of rake-fit stations / destinations being not accepted by the Railways shall be treated as a failure of the Buyer leading to forfeiture of relatable EMD.

4.4. The consumer, while bidding shall quote their "Bid price" per tons in Indian

Rupee as base coal price on FOR/FOB colliery basis, Special 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. Any increase in statutory charges / other charges will be notified / hoisted on web-site by the coal companies and shall be paid/ refunded as the case may be.

## **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. Equivalent amount of EMD of the successful consumer / bidder corresponding to successful bid quantity, shall be blocked and will be transferred to SCCL by the service provider along with the bid sheet in respect of successful consumer / bidders.

- 5.3. The successful bid quantity of a bidder for the period (operative months) would be divided in equal parts for determining Monthly Scheduled Quantities (MSQ) for coal supplies during the period. However, in case of supply by rail, such equal monthly parts shall be in the multiple of rake load. The total successful bid quantity in rake loads for the period for a bidder shall be distributed equally over the operative months of the period. In the event the total quantity is not exactly divisible by no. of operative months, the fractional quantity of either one or two or three or four rakes above the multiple of no. of operative months will be programmed in the 1<sup>st</sup> or 2<sup>nd</sup> or 3<sup>rd</sup> or 4<sup>th</sup> month of the period as the case may be.
- 5.4. In the event the successful bid quantity is only one rake or two rakes for the three months period for a bidder which is less than the number of periods of e-auction, the choice of the programme for a month shall be with the bidder for programming one rake in each month.
- 5.5. However, based upon the availability of coal at different sources and time span the monthly programme/lifting plan, if required, may be recast by SCCL with the consent of consumer in advance.

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

- 6.1. The coal value to be deposited in advance by the successful bidders shall be computed and deposited on month to month basis against the monthly scheduled quantity after making provision for the EMD amount corresponding to the monthly scheduled quantity out of the total EMD amount already transferred by the Service provider on account of the successful bidder to SCCL. In other words, the coal value to be deposited and the corresponding EMD amount for the monthly scheduled quantity taken together shall be equivalent to 100% coal value of the monthly scheduled quantity.
- 6.2. EMD amount corresponding to the monthly scheduled quantity shall not be treated as an adjustment towards the coal value in the beginning of the month but shall remain as 'Security Deposit' for performance of the bidders towards completion of the said transaction for the concerned month i.e coal

value equivalent to the SD shall be adjusted in the last phase of lifting during the month.

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

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

### **General Terms of Payment:**

- 7.1. In case of successful bidder if the coal value is deposited for less than the monthly scheduled quantity but not below 50% of the monthly scheduled quantity, SCCL shall accept the payment for the said amount and forfeit the EMD for the failed balance quantity. However, if the buyer fails to deposit the coal value for at least 50% of the monthly scheduled quantity then such deposit shall not be accepted and the entire EMD of the monthly scheduled quantity shall be forfeited.
- 7.2. Such payments shall be made through demand drafts / bankers cheque drawn in favor "**The Singareni Collieries Company Limited**" payable at **Hyderabad**. along with the debit advice issued by the bank certifying that the Demand Draft /Banker's cheque has been issued by debiting the account of the concerned consumer/ bidder.
- 7.3. The payment can also be made by RTGS transfer to the SCCL Bank A/c details are given under

**DETAILS FOR MAKING PAYMENT THROUGH RTGS  
(FOR SUCCESSFUL BIDDERS) :**

**BANKERS NAME : STATE BANK OF HYDERABAD**

**BRANCH : INDUSTRIAL FINANCE BRANCH**

**LOCATION : PANJAGUTTA**

**RTGS CODE : SBHY0020703**

**A/C NO. : 52095896543**

**BENEFICIARY : The Singareni Collieries Company Ltd..**

- 7.4. The successful buyer shall pay any additional sum which may become payable by the seller under any statutory provision over and above the amount claimed in the invoice. The successful bidder will also be

entitled to a refund of the sum of taxes to the seller on account of reduction, if any of the statutory levies claimed in the invoice by the seller.

7.5. Statutory levies payable over and above the coal price shall as applicable on the date of delivery. The supply/booking schedule for the first month may have variation and may be notified by the subsidiary companies separately depending upon time available to expedite the dispatch.

7.6. In addition to coal value as above, successful bidders shall also be required to pay the e-auction charges and applicable taxes thereon from time to time. (Presently the e-auction charges are 1.0 % of the Bid Price).

**Road Mode:**

7.7. The successful bidder after Special forward e-Auction will be required to deposit coal value for supply in a month with the concerned coal company within 7 working days of SCCL after completion of e auction date .Such payments shall be made as per the above clauses. For the subsequent payment of MSQs, it shall be made within 7 working days of SCCL of the corresponding months. The clauses for forfeiture of EMD shall be as specified above at 7.1 and elsewhere in the conditions.

**Rail Mode:**

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

7.9. In case of supply by rail, the bidder shall submit the plan of the movement of the rakes within 2working days of SCCL from the date of e-auction, otherwise SCCL within 3 days of receipt of e auction data shall submit a monthly programme to railways with the information to the successful bidder. The bidder shall deposit coal value to SCCL in advance within at least 3 working days before the expected date of movement of rake as per the above programme submitted. The bidder

shall also give the particulars of Railway freight payment in the office of SCCL , based on which the rake movement shall be confirmed and SCCL shall endeavor to move the rake within 7 working days of the above dates.

7.10. The clauses for forfeiture of EMD shall be as specified above at 7.1 and elsewhere in the conditions.

## **8. Make Up Rights:**

Make up rights will be applicable in monthly supplies by road. In case of supply by road, the Coal Company and/or the Buyer shall have the right to vary the, monthly scheduled quantity of the successful bid quantity for the period, subject to a prior notice of 21 days from commencement of the month concerned, However, the successful bid quantity of the period shall remain unaltered.

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

#### **By Road:**

8.2. Sale orders shall be issued within seven days by the coal company after encashment of Buyer's financial instrument. The validity period of lifting of coal by road shall be two months from the date of issue of sale order

8.3. The Delivery or Lifting Challan issued by the Coal Company shall indicate destination of the coal consuming unit. On the Sale Orders / Rail Programme, the details of the documents along with their validity will be indicated to facilitate Coal Companies to take necessary action

#### **By Rail:**

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

8.5. The quantity allotted against each rake is only indicative; however

delivery shall be made on the basis of actual weighment by the seller at the loading point.

8.6. The validity period of a monthly programme for movement by rail for seeking allotment of rake shall be till the last day of the month concerned and consent of the programme shall be issued by the concerned coal company accordingly. However for the first month after commencement of auction , the validity period of the monthly programme for movement by rail for seeking allotment of rake shall be thirty days from the auction date. Once the rake is allotted, it shall remain valid for supply of coal as per prevailing Railway Rules.

8.7. Although loading will be the responsibility of the Coal Company, but to avoid any complaint regarding over-loading, under loading and for quality, the Buyer himself or his authorized representative may supervise loading at the loading point. The authorized representative must carry valid authority letter along with photocopy of Identity Card issued by the Service Provider to the consumer The overloading and under loading charges, if any, at the rates applicable as per Railway rules, will be borne by the SCCL and the respective Buyer / bidder as follows: i) Overloading charges will be borne by the Buyer / Bidder. ii) Under loading charges shall be borne by SCCL where the Load ability of the wagons is not under dispute

## **9. Weighment:**

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

## **10. Refund of EMD for unsuccessful Bidders:**

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

## **11. Forfeiture of EMD/Security Deposit:**

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

11.1. If after completion of e-Auction, a successful bidder fails to make payment for the monthly scheduled quantity of the coal value including all other charges as applicable within the stipulated time, the proportionate

EMD equivalent to the failed quantity shall be forfeited subject to the provisions of this scheme and its terms & conditions.

- 11.2. If the successful bidder does not lift the booked quantity within the stipulated alidity period, the proportionate security deposit (as converted from the EMD amount) for the un-lifted quantity would be forfeited.
- 11.3. In case of supplies by road, such forfeiture shall be made only if the balance unlifted quantity is equal or more than a truck load i.e., 17 as applicable.
- 11.4. Such forfeiture, however, shall not be applicable if SCCL has failed to offer full or part of the monthly scheduled quantity of the bidder within the validity period. However, no forfeiture would take place if the balance quantity is less than a truck load or rake load.
- 11.5. If the buyer cancels the order / rake after booking in any month, the corresponding security deposit as converted from EMD shall be forfeited for the order / rake cancelled.
- 11.6. In case of failure on the part of consumer / bidder to ensure validity of the documents as per clauses resulting in suspension of coal release / lifting due to expiry of validity of any of the documents, corresponding EMD / Security Deposit equivalent to the quantity which could not be released / lifted, shall be forfeited in terms of clause

## **12. Refund of Coal Value:**

The balance coal value of the unlifted quantity after the expiry of the validity period for supply of coal and completion of required commercial formalities shall be refunded subject to forfeiture of EMD/Security Deposit/encashment of BG if required, in terms of forfeiture under this scheme and its terms and conditions.

## **13. General:**

- 13.1. The coal procured under e-Auction is for the own use of the registered consumer / successful bidder within the country and not for Sale, Transfer or export.
- 13.2. All terms and conditions of Special e-Auction Scheme shall be subject to standard force majeure conditions as applicable.



- 13.3. Bidders must always ensure to keep their email address valid. In any case, Buyers will not be absolved from fulfilling their obligations / complying with terms and conditions herein including payment terms due to non-receipt of emails from the Service Provider.
- 13.4. Bidders must be extremely careful to avoid any error in bidding (whether typographical or otherwise) and they are fully responsible to check and rectify their bid before submitting their Bid into the live e-Auction floor by clicking the "Bid" button. During the auction if the incremental bid price is more than 50% of the immediately preceding bid price, then the system will seek a re-confirmation from the Bidder before the bid is registered.
- 13.5. 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.
- 13.6. The decision of the General Manager ( Marketing ) of SCCL in matters related to this e-Auction shall be final and binding on the bidders / Buyers.
- 13.7. Quantities mentioned in notice are only indicative and may undergo a change depending on factors like actual production of coal, bottlenecks in coal transportation etc.
- 13.8. 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.
- 13.9. SCCL reserves their rights to amend/modify 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.
- 13.10. While the sale under e-auction is independent both parties shall be entitled to claim and recover from the other any excess or differential tax and statutory levies as provided in above clause 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.

- 13.11. Since the coal supplied under the Special Forward e-auction is for power generation only, the Successful Bidder/Power Producer shall have to furnish a certificate after utilizing the coal supplied under the auction confirming the quantity of Power Generated from such coal at the end of every quarter. The coal supplied to each TPP under such e auction shall be informed by SCCL to the concerned State DISCOMs/PTC/Power Exchange/Power Traders etc. The State DISCOMs/PTC/Power Exchange/Power Traders will issue a certificate to IPP with a copy to SCCL regarding power supplied to them by IPP during the quarter. The IPP would submit these certificates and coal consumed for this purpose to SCCL for reconciliation.
- 13.12. If the bidder involves in any fraudulent act after the auction, EMD will be forfeited and the bidder will be debarred from participating in e-auction for a period of one year. Any Act which is considered as a **Fraudulent Act** shall be the final decision of SCCL.

#### **14. Dispute Resolution/Arbitration:**

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

All disputes arising out of this scheme or in relation thereto in any form whatsoever shall be dealt Specially by way of arbitration in terms of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted at HYDERABAD at a place to be notified by SCCL. The arbitrator shall be appointed by the Chairman and Managing Director, SCCL upon written request in this behalf. The award rendered by the Arbitrator shall be final and binding on the parties. The place of

arbitration & nomination of arbitrator be varied appropriately in view of the Coal Company involved.

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

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

**Schedule-I**  
**AFFIDAVIT**

**(On Non-Judicial Stamp Paper of requisite value)  
(To be executed before Judicial Magistrate/ Executive Magistrate or Notary Public)**

Proprietor/Director/Partner/Constituted Attorney/Accredited Representative of The  
P u r c h a s e r M / s , s o l e m n l y  
declare that:

1. That, the Power Plant (Name of the Plant) is not being able to generate power to its capacity due to shortage in supply of coal and seeks to avail the dispensation for mitigating the short fall through special Forward e-auction being conducted by SCCL.
2. We hereby affirm the following particulars regarding the Power Plant for which registration is being applied.

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

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

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

5. That we shall be obliged to furnish certificate of utilization of coal received through auction and quantum of power generated out of such coal supply in terms of the provision of clause 13.11 of the Special Forward e-auction scheme.

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

7. I have long term/ medium term PPA agreement with the DISCOMs against the \_\_\_\_\_ plant.

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

(Deponent)

Dated:

**VERIFICATION**

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

Signed at \_\_\_\_\_(Place) on \_\_\_\_\_ 2015.

(Deponent)

Seal of 1st Class/Executive Magistrate

**CONTROL LEDGER PROFORMA**

1. \* NAME OF THE UNIT :
2. \*LOCATION & ADDRESS :
3. PRODUCT :
4. \*REGISTRATION NOS. :
  - a) VAT/TIN NOS. :
  - b) SSI/IEM Nos. :
5. \*NAME OF THE MANAGING DIRECTOR :
6. \*TELEPHONE NOS. :
7. \*MOBILE TELEPHONE NOS. :
8. FAX NOS. :
9. \*E-MAIL ADDRESS :
10. \*UNLOADING POINT :
11. \*CONTACT PERSON :
12. \*PAN NO. :
13. \*SERVICE TAX REGN. NO. :
14. \*DETAILS OF EXCISE REGN. :
  - i) E.C.C.NO. :
  - ii) EXCISE REGN. NO. :
  - iii) RANGE :
  - iv) DIVISION :
  - v) COMMISSIONERATE :
15. COAL ALLOTMENT FROM MINISTRY OF COAL :

I solemnly declare that information furnished above is true to the best of my knowledge and I promise to abide by all the rules and regulations applicable for utilization of coal under Colliery Control Order, 1945 and Essential Commodities Act, 1955 and all terms and conditions stipulated in the Sale Note. I also promise to maintain all the records as per the advice of SCCL and will be produced as and when required by SCCL.

We here authorize Sri .....(Designation) on our behalf for all types of transactions with SCCL, whose signatures are attested below :

Specimen signature:

- a)
- b)
- c)

“Attested”

**MANAGING DIRECTOR/PROPRIETOR**

**Full Name:**

**Signature:**

**Company Seal:**

\* marked fields are mandatory for e-auction customers.

**BANK GUARANTEE PROFORMA FOR SECURITY DEPOSIT**

(On Rs. 50/- Non judicial Stamp Paper )

Date of Issue: -----

Effective Date: -----

Expiry Date: -----

Value of B.G: -----

The Singareni Collieries Company Limited  
Red Hills, Khairatabad, Hyderabad – 500 004,

In consideration of The Singareni Collieries Company Limited, Red Hills, Khairatabad, Hyderabad–500004, having its Registered Office at Kothagudem, Khammam district, A.P. (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) having agreed to issue supplying coal under Forward E-auction. to \_\_\_\_\_(Name of the Company/ Partnership firm/ Proprietor) having its registered office at \_\_\_\_\_(address of the Company/ Partnership firm/ Proprietor) (hereinafter referred to as the ‘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) and the Purchaser being required to furnish the Security deposit as per the terms of the Forward E-auction.

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 \_\_\_\_\_ , 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 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 Assured, and the Guarantor shall not be released from this guarantee by any arrangement between the Seller and the 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 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 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 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 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 not withstanding any other security or guarantee that the Seller may have in relation to the Purchaser liability.

5) The Guarantee will remain valid for the period of Forward E-auction and also additional 6 months i.e., upto -----.

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 -----.

8) This guarantee can be enforced by Seller any number of times 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 within the period mentioned in clause 5 and 7 hereof, all rights of the Seller shall be forfeited and the Guarantor shall be relived or discharged from all liabilities.

10) The guarantee is operative at our ----- (name and address of the branch) Branch, \_\_\_\_\_ (Place).

Signature of the Bankers

With date & Rubber Stamp