

ईस्टर्न कोलफिल्ड्स लिमिटेड
(कोल इंडिया का एक उपक्रम)
विपणन एवम विक्रय विभाग
सांक्तोडिया, पो: डिसेरगढ़
जिला: बर्धवान ७१३३३३
दूरभाष: ०३४१-२५२०२०९

ईमेल: gmsalesecl@gmail.com
वैबसाइट: www.easterncoal.gov.in



Eastern Coalfields Limited

(A subsidiary of Coal India Ltd)
Marketing & Sales Department
Sanctoria. PO. Dishergarh,
Dist. Burdwan 713333
Phone : 0341 2520209

CIN-U10101WB1975GO1030295
E-Mail: gmsalesecl@gmail.com
Website: www.easterncoal.gov.in

ECL/HQ/M&S/Exclusive E-Auction/ 549

Date: 31.07.2020

NOTICE

Notice for Sale of coal under Exclusive e-Auction for Non-power consumers (including CPPs) - of 2020-21 (Aug'20 to October'20)

Non-power consumers of coal located in India desirous of procuring coal from the mines of ECL through Exclusive e-Auction Scheme for own consumption *including industries under non regulated sector desirous of procuring domestic coal of comparable characteristics as import substitute*, are hereby notified that the following are the schedule of dates and details of source/grade/size-wise quantities offered for sale by Rail mode through Exclusive e-auction scheme :

Schedule of dates

Event	Schedule	Service Provider
Registration with Service Provider	01 st Aug to 11 th Aug'2020	M/s MSTC Limited
Submission of EMD (in form of BG)	01 st Aug to 06 th Aug'2020	
Submission of EMD (in form of Demand Draft/RTGS, etc.)	01 st Aug to 11 th Aug'2020	
Exclusive e-Auction	Wednesday, 12th Aug'2020	

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Source-wise Grade-wise Offer:

By Rail

Mode	Area	Colliery/ Source	Seam	Grade & Size	Notified Price in Non-Power Sector (in Rs./tonne)	Reserve Price (in Rs. / tonne)	Offered Quantity (in Lakh tonnes)
Rail	Sonepur Bazari	Pure Sitalpur Siding (UKA-V)	Chora (R-VI) /Dobrana (R-V) /Chinchuria (R-IV) / Jambad (R-VIII) R-II & R-III	G4 STM (-100mm)	3270	3270	10.0000
Rail	Sonepur Bazari	Dalurband Siding (PAW-II)	Chora (R-VI) /Dobrana (R-V) /Chinchuria (R-IV)/ Jambad (R-VIII) R-II & R-III	G4 STM (-100mm)	3270	3270	5.0000
Rail	Jhanjra	PAW-I POCP-I	R-VI	G4 STM (-100mm)	3270	3270	4.67280
Rail	Bankola	UKA IV (Bankola - II)	Jambad (RVIIIT2 & B1) / Bankola (R-VII)	G4 STM (-100mm)	3270	3270	1.36325
TOTAL							21.03605

Exclusive E-auction for Non-Power consumers (including CPPs) for 2020-21 will be conducted as per the existing scheme of Exclusive E-auction under some modified modalities as under for operative convenience and to facilitate 'ease of business':-

- 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.
- 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.
- The validity period of lifting against successful quantity shall be 3 months from August'20 (August'2020 to October'2020), i.e., 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.
- Successful bidders, after winning bid quantity in the auction, shall have to give a declaration to ECL, distributing the aggregate quantity among August'2020 to October'2020 (3 months) within 7 days of auction. However, the distribution of lifting program can be recast if needed based on mutual consent of buyer and seller.

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- 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 of 3 months.
- 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 eleventh (11th) day of the respective month and the second installment is to be paid by successful bidder within twenty-first (21st) 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.
- In case of default on part of Bidder to deposit coal value of any month, the proportionate EMD shall be forfeited. However, the monthly scheduled quantity can be revised on mutual consent of Buyer and Seller.
- Bidders who have already registered for participating in the earlier phases of Exclusive e-Auction for Non-power consumers (including CPPs) conducted earlier shall be eligible to participate subject to deposition of required 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 reserve price (of e-Auction concerned) in terms of basic price of coal exclusive of taxes, duties and other charges as applicable before participating in Exclusive e-Auction.
- The bidder shall have the option to furnish the EMD in the format of Bank Guarantee also, which shall be to the tune of 20% of the reserve price of Exclusive e-Auction for the intended bid quantity in terms of Basic price excluding taxes, duties and other charges.
- 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.
- 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.

- 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.
- Regarding "Consent to Operate" from State Pollution Control Board, following may be noted:-
 - (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.
 - (ii) For the purpose of registration consumers 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.
 - (iii) The bidders whose Consent to Operate (CTO) has expired or is going to expire within the pendency of lifting and who are yet to receive valid NOC from the respective State Pollution Control Board against their renewal of CTO application already made are required to furnish the proof of application to the State Pollution Control Board along with an affidavit that the copy of Original Certificate will be submitted within 3 months from the date of expiry of CTO.
 - (iv) Those bidders whose CTO will expire during the pendency of lifting and who are yet to apply to the respective State Pollution Control Board for their renewal of CTO will 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 under an affidavit declaring that the original CTO will be submitted within 3 months from the date of expiry of the CTO.
- **It may be noted that by participating in the Exclusive e-Auction of 2020-21, if applicable, 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 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 e-Auction before participation in the actual Bidding Process.

- It may be noted that the qualified bidders shall be required to submit an additional affidavit (as per prescribed format available on the Service Provider/ECL's website) affirming that coal will be utilized for their EUP only, along-with application for booking for each month.

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.gov.in. The websites, e-mail address & postal address etc. of the aforementioned service provider and ECL are given below:

1. M/s. MSTC Ltd., 225, Acharya Jagdish Chandra Bose Road, Kolkata – 700020
Phone No.: 033-22891401, 22470568, 22479622, 22470964

Website: www.mstcmarketing.com & www.mstcindia.co.in

E-Mail: mstcindia@mstcindia.co.in

Contact Person: Shri Argha Sengupta, Chief Manager (Coal Cell)

Ph No: 033-22891401

2. EASTERN COALFIELDS LIMITED, Sanctoria, Post: Dishergarh,
Dist.: Paschim Burdwan, W.B., PIN – 713 333

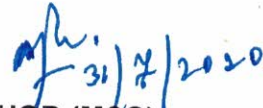
Website: www.easterncoal.gov.in

Contact Person: HOD (M&S), ECL HQ, Sanctoria

Phone No.: 0341-2520209

E-mail : gmsalesecl@gmail.com

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.gov.in and also on Service Provider's website.


HOD (M&S)

Copy to:

1. Notice Board, M&S Dept., ECL, Sanctoria
2. G.M. (M&S), CIL
3. GM (System), ECL, Sanctoria
4. GM Sonepur Bazari Area, ECL.
5. GM Jhanjra Area, ECL
6. GM Bankola Area, ECL
7. HOD (M&S), ECL HQ, Sanctoria – with the request to arrange for uploading the notice to ECL website
8. Chief Manager(System),ECL Sales Office, Sanctoria
9. Chief Manager (Public Relation), ECL: To please make arrangement for printing this notice in English & Hindi Daily regional & national news- papers for wide publicity.
10. Sr. Manager (Fin/IC), ECL Sales Office, Sanctoria.
11. Sr. Manager (Mining), ECL Sales Office, Sanctoria.
12. M/s MSTC Limited. – May kindly upload the notice along with the annexure.

**BANK GUARANTEE FORMAT
FOR EMD CUM SECURITY DEPOSIT
(Refer Clause 4.1.(b) of Special Forward E-auction Scheme)
On Rs. 50/- Non judicial Stamp Paper**

Date of Issue: -----

Effective Date: -----

Expiry Date: -----

Value of B.G: -----

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

In consideration of the offer for coal through Special Forward e-auction by **Esatern Coalfields Limited** having its Registered Office at Sanctoria, PO- Dishergarh, Dist: Pashchim Burdwan, PIN 713333 and Sales Office at Coal House, 13 RN Mukherjee Road, Kolkata 700001 (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 Scheme 2015.

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 09 (nine) months from the date of issue of the Bank Guarantee) subject to the following terms and conditions :-

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

- 2) The Seller shall have the fullest liberty without reference to the Guarantor and without affecting this guarantee to postpone at any time or from time to time the exercise of all or any of its powers and rights under arrangement made with the Bidder/Purchaser, and the Guarantor shall not be released from this guarantee by any arrangement between the Seller and the Bidder/Purchaser or any alteration thereof made with or without the consent of the Guarantor or by exercise or non-exercise by the Seller of all or any of its powers and rights against the Bidder/Purchaser, or any other forbearance, act of omission on the part of the Seller or indulgence granted by or on behalf of the Seller to the Bidder/Purchaser, which under the law relating to surety ship would but for this provision have the effect of releasing the Bank as Guarantor from their obligations under this guarantee.
- 3) The guarantee herein contained shall not be determined or affected by the winding up or insolvency of the Bidder/Purchaser, but shall in all respects and for all purpose be binding and operative until all monies due to the Seller in respect of all liability or liabilities of the Bidder/Purchaser are fully paid.
- 4) It is also agreed that Seller will be entitled at its option to enforce this guarantee against the Guarantor as principal debtor in the instance notwithstanding any other security or guarantee that the Seller may have in relation to the Bidder/Purchaser's liability.
- 5) The Guarantee will remain valid for a period of nine (09) 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 nine (09) 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