

Revised Terms & Conditions of e-Auction Scheme for Supply of Coal to Private Power Plants from Naini Coal Mine, Odisha

Objective:

The Coal distribution through e-Auction for supply of coal to Private Power Plants from Naini Coal Mine through Road mode under Pit Head Delivery (PHD)has been introduced as per the approval given by Ministry of Coal, GoI, Vide F.NO. 13011/9/2018-CBA2/P&S-II, Dt: 17.10.2025. The purpose of e-Auction is to provide equal opportunity to purchase coal through single window service to all intending Private Power Plants.

Terms & Conditions

1. Eligibility:

Any Indian Private Power Plant can participate in e-Auction for procurement of coal.

2. Registration:

- 2.1 Before participation in the e-Auction, a prospective Private Power Plant (Buyer) shall be required to get itself / himself registered with the Service Provider appointed by the SCCL for the purpose, by submitting an application in the prescribed format available on the Website of the respective Service Providers. The application shall be made along with the required documents such as copy of Income Tax return(latest), PAN Number, Sales Tax/Goods & Services Tax (GST) Certificate, SSI Registration, Trade License, if applicable, Passport size photograph, etc. as prescribed by the service provider. Registration can be done either online, or at any of the front offices of the service provider. A prospective Buyer shall also register with SCCL by submitting an application enclosing the above documents, including Control Ledger Proforma which is available in SCCL web-site.
- 2.2 After the registration, all-prospective Buyers will have 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 respective websites.
- 2.3 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 service provider shall communicate the “Unique registration number” of the registered bidders to SCCL.
- 2.4 Only one registration will be done against one PAN number. However, based on more than one independent valid GST registration, more than one registration against a PAN Number can be considered. In such cases, the details of valid GST tax registration will be indicated in each ‘Photo Identity Card’.

2.5 "All Buyers having been registered with the service providers shall also have to furnish non-interest bearing Earnest Money Deposit (EMD) at the rate of Rs.150/- per tonne for all grades with the Service Provider for participation in e-auction.

2.6 Security Deposit

All successful bidders are advised to deposit an interest free security deposit of Rs. 60,000/- and the same will be returned on cancellation of their registration with SCCL and adjusting the dues, if any.

3. Notification:

3.1 SCCL would draw program for conducting e-Auction as per the availability of coal and notify the same, minimum 5(Five) days in advance, through display on the Company's notice board at General Manager (Marketing) office, Hyderabad and posting the same on the SCCL website for wide publicity. The program will be intimated to the Service providers accordingly for hoisting the same on their websites also.

3.2 The minimum quantity for bidding would be 60 (sixty) tonnes for a source for Road mode.

4. Bidding Process

4.1 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 Before participating in e-Auction, bidders are to satisfy themselves with the quality of coal being offered from a source.

4.3 Prospective Bidders are entitled to Bid for the quantity to the extent of amount of EMD for which is available with the service provider in the bidder's account at the time of bidding.

4.4 The Buyers while bidding shall quote their "Bid price" per ton in Indian Rupee as base coal price 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.

4.5 The bidder has to bid for a price equal to or above the reserve price to secure consideration in the concerned e-Auction.

4.6 The date, time and period of e-Auction as notified in advance including closing time on portal of service provider shall be adhered to but for the event of force majeure. 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.

4.7 The Bidder shall offer his Bid price (per tonne) in the increment of Rs.20/- (Rupees twenty) during the Normal-Auction period. During the extended period, the Bidder shall offer his Bid price in the increment of Rs. 50/- (Rs. Fifty) or multiple thereof.

4.8 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-bid by another (in part or full) the particular Bidder shall become eligible for making an improved Bid.

4.9 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.

5. Post e-Auction process:

5.1 Each successful bidder will be intimated through e-mail / SMS by the Service Provider after obtaining consent from the SCCL Marketing department on the subsequent 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 subsequent date after closure of e-Auction.

5.2 Performance Security:

The successful bidder shall submit the Performance Security to SCCL in the form of an irrevocable and unconditional performance Bank Guarantee (BG) issued by any Nationalised Bank for a value computed as per the following formula:

$$\text{Performance Security} = \text{Bid Quantity multiplied by } 5\% \text{ of the Bid Price.}$$

The Performance Security (BG) shall be submitted within a period of fifteen Calendar days, after the date of closing of e-Auction and up on which a Memorandum of Understanding (MoU) will be concluded between SCCL and the Successful bidder with the Terms and conditions mentioned in this Notification **for supply of coal for a period of 1 year from the date of signing of MoU**. If the Successful Bidder failed to submit the Performance Security to SCCL within the stipulated period, the total EMD will be forfeited by SCCL.

The Performance Security (BG) shall remain valid till 3 (three) months from the date of expiry of the MoU period. The Performance Security shall be returned or refunded to the Purchaser at the end of its validity, subject to successful completion of and complete settlement of all claims of the Seller arising out of the MoU.

5.3 Equivalent amount of EMD of successful 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 bidders.

6. Terms of payment:

6.1 The successful bidder can lift the bid quantity **within coal supply period as per the MoU concluded between SCCL & the bidders** as per his discretion by taking single or multiple Sale Orders/Delivery Orders by making advance payment against the each sale order quantity.

6.2 The coal supplies will be made against the advance payment by the successful bidder. The Seller/SCCL will arrange to issue sale order to the e-mail address of the Successful bidder with a validity period of three months against the payment of advance amount. Such advance payment paid will be adjusted against the delivery of coal as per the price.

6.3 The coal value to be deposited in advance by the successful bidders shall be computed and deposited after making provision for the EMD amount for the successful bid quantity already transferred by the service provider to SCCL. In other words, the coal value to be deposited and EMD amount together shall be equivalent to the 100 % coal value.

- (a) The coal value includes Bid Price and other charges & Taxes as per the SCCL Price Notification.
- (b) In addition to coal value as above, successful bidders shall also be required to pay the e-auction charges (E Sale Commission) and applicable taxes thereon from time to time. (Presently the e-auction charges (E Sale Commission) are 1.5 % of the Bid Price).

6.4 The successful bidders can utilize the EMD for taking sale order/delivery order from SCCL for a quantity equivalent to the EMD value and can lift coal accordingly.

6.5 Deleted.

6.6 The buyer shall deposit DD/RTGS/pay order drawn in favour of The Singareni collieries company Limited, payable at Hyderabad, along with the debit advice, issued by the bank certifying that the DD/RTGS/pay order has been issued by debiting the account of the concerned Buyer.

6.7 The Buyers shall also have the option of making payment through RTGS mode and SCCL account details can be obtained from F&A department, Hyderabad, SCCL.

7. Procedure of Coal Delivery

By Road: The coal will be supplied to the successful bidders from Naini Coal Mine under Pit Head Delivery (PHD) through Road mode on best effort basis.

7.1 SCCL shall issue Sale / Delivery Orders to the successful bidders in terms of Clause 6 after realization of payment. The Buyer has to submit the option before the issue of the Sale / Delivery Order for movement of the coal “within state” or “outside state” and the Sale / Delivery Order would indicate the same accordingly. However, the challan issued by the SCCL shall indicate the destination.

7.2 The validity period to complete lifting of coal by road shall be 90 days from the date of issue of Sale/Delivery Order. However, the validity of sale order will be extended **from time to time to enable the successful bidder to lift the coal up to supply period. However, the coal supply period can be extended beyond 1 year from the date of signing of MoU on mutual consent of SCCL and successful bidders.**

8. Refund of EMD:-

In case of unsuccessful bidders, EMD shall be refunded by the Service Provider after the auction is over, on the bidder’s request. However, if no such request is received the Service Provider will retain the EMD for participation in e- Auction in future.

In case of successful bidders, the EMD shall be refunded by SCCL to the successful bidders on the bidder’s request before or after completion of MoU period.

9. Forfeiture of EMD:-

The EMD submitted by the successful Bidders will be liable for forfeiture if a successful bidder fails to submit Performance Security within a period of fifteen Calendar days, after the date of closing of e-Auction.

10. Refund of Coal value:

The balance coal value of the un-lifted quantity (balance Sale Order Quantity) shall be refunded on request of the bidders after completion of required formalities.

11. General Terms & Conditions:

- 11.1 The coal procured under e-Auction is for use within the country and Not for Export.
- 11.2 The coal procured under e-Auction shall be used for the Thermal Power Generation at the intended Private Thermal Power Plant only for which the Bid is made and shall not be diverted to any other Thermal Power plants.
- 11.3 All terms and conditions of Scheme are subject to force majeure conditions as applicable.
- 11.4 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.
- 11.5 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 re-confirmation from the Bidder before the bid is registered.
- 11.6 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/SCCL in this regard.
- 11.7 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. G.M.(Marketing) is authorized for Registration of Bidders/ buyers for E-auction, refunds etc.
- 11.8 Quantity mentioned in notice are only indicative and may undergo a change depending on factors like actual production of coal, bottlenecks in coal transportation etc.

11.9 Third Party sampling (TPS) will be conducted by Third Party Sampling Agency (TPSA) selected/nominated by **successful bidders** out of the available TPSAs empanelled by Power Finance Corporation (PFC). The successful bidders shall conclude a Tripartite Agreement (TPA) with SCCL & TPSA nominated by SCCL. In case of non availability of TPSA or in the absence of TPS by TPSA after concluding TPA, the sampling will be done under Joint Sampling Protocol (JSP). The procedure for TPS and settlement of Credit/Debit notes will be as per the TPA/JSP. The TPS/JSP charges (Sampling Facility Charges) will be applicable as per the SCCL Price Notification.

11.10 SCCL / 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.

11.11 SCCL 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.

11.12 Sale under each e-Auction shall be an individual, independent, unique and complete transaction.

11.13 In the event of any dispute, Bidder / Buyer is necessarily required to represent in writing to the General Manager (Marketing) who would deal with the same in a period of one month from such representation. Any interpretation of any clause of this will be subject to clarification by SCCL, which will be deemed as firm and final. All disputes arising out of this scheme or in relation thereto in any form whatsoever shall be dealt exclusively by way of arbitration in terms of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted at Hyderabad at a place to be notified by SCCL. The Chairman and Managing Director, SCCL shall appoint the arbitrator upon written request in this behalf. The award rendered by the Arbitrator shall be final and binding on the parties.

11.14 Penalty for fraudulent acts: In case Purchaser/ his representative / Transporter is found involved in fraudulent acts or in any kind of Theft/manipulation at SCCL dispatch points, will be imposed penalty by forfeiting the entire amount available with SCCL. Further, the transporter/ contractor appointed by the Purchaser will be blacklisted for a period of two years.
The above penalty will be imposed for involving in fraudulent acts, only if the seller is satisfied that the Purchaser has involved in such fraudulent act.

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