

## **Special Spot e-auction Scheme 2020 for Import Substitution (Only for Coal Importers)**

**Objective:** Special Spot e-auction Scheme 2020 for import substitution (only for coal importers) is being introduced with the objective of reducing dependence on imports to attain 'Aatma Nirbharta'.

Coal distribution through this scheme hereinafter referred to as **SSEA-IMS**, aims to provide access to indigenous coal to coal importers. Such importers may be importing coal for self-use or for sale within India.

### **Terms & Conditions:**

#### **1. Eligibility**

1.1 Any Indian buyer including traders who imported coal at any point of time in the current year or/and any of the previous two financial years.

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

#### **2. Registration**

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

The application shall be made along with the required documents such as (i) PAN Number (ii) GSTIN Certificate (iii) Passport Size Photograph (iv) Copy of Certification of details of any Bill of Entry (BOE) from the LC opening Bank of the Importer. The date of BOE should fall within the current year or/and any of the previous two financial years. (v) an affidavit wherein the bidder shall affirm that the coal secured through bid shall be towards import substitution and shall not import coal to that extent.

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 "Unique registration number" of the registered Bidders shall be communicated to the Coal Companies by the Service Provider.

2.4 Only one registration will be done against one PAN number. However, based on more than one valid GST registration certificate, more than one registration against a PAN Number can be considered. In such cases, the details of valid GST number will be indicated in each 'Photo Identity Card'

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## 2.5 Earnest Money Deposit

All registered bidders shall be required to submit in advance EMD in the form of a non-interest bearing deposit at the rate of Rs.200/- per ton with respective service provider for all grades of coking coal and non-coking coal.

2.5.1 EMD may be paid upfront by way of e-transfer/ Bank Draft / Banker's cheque

or,

The Bidder shall have the option to furnish the EMD in the form of Bank Guarantee (BG).

(i) Such BG to be submitted separately for each subsidiary to the Service Provider, if the Bidder intends to participate in e-auction for more than one subsidiary.

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

(iii) The BG should be drawn on any SFMS enabled schedule Bank located at the HQ of the concerned coal company or such place as specified by the coal company and to be furnished as per the timeline notified by the coal company.

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

(v) SFMS Confirmation of the BG shall be taken by respective Coal Co. and shall intimate the Service Provider about the same. However, in spite of effort if the coal company fails to get required SFMS confirmation before the scheduled auction date, the bidder shall not be eligible to participate in the bidding and the reason for non-confirmation of BG/ shall be attributed to the bidders.

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

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

(viii) In case of falsification of BG, the concerned Bidder shall be debarred from participating in auction of coal for next one year and any amount equivalent to EMD in credit of any subsidiary of CIL will be forfeited.

(ix) BG against which no quantity could be successfully bid shall be returned to the bidder by the Service Provider.

BG format shall be provided by the respective Coal Company.

2.5.2 As long as EMD in the form of cash is available in the registered buyer's account with the Service Providers, the bidder can participate in e-Auction conducted by any coal company of CIL through the particular Service Provider. In other words, it may be a global EMD for

participating in e-Auction conducted by a Service Provider. However, such option will not be available in case company wise BG is submitted by the Bidder in place of cash EMD.

### **3. Notification**

3.1 CIL/Coal companies would draw programme for Special Spot e- e-Auction for Import Substitution which will be notified minimum 7 (seven) in advance through display on CIL/Coal Companies' 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 minimum quantity for Bidding would be 25000 (twenty five thousand) tons for a source for Road mode, where as in case of Rail the minimum quantity for Bidding would be 50000 tons. (fifty thousand) (i.e. 12 rakes). Further increment of bid in Rail mode shall be 4000 tons(1 rake) load and in Road mode it shall be 1000 tons. 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 e-Auction

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

3.4 SSEA- IMS shall be for the period as notified by the coal companies which shall be for a period upto 3/6/12 months.

### **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 which is available with the Service Provider in the Bidder's account at the time of Bidding. However, in case of BG till SFMS confirmation of BG is not received the Bidder shall not be able to participate in the auction.

4.4 The Buyers while Bidding shall quote their "Bid price" per tonne 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, evacuation facility charges & 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.

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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.10/- (Rs. ten) during the Normal e-Auction period. During the extended period of first two (2) hours, the Bidder shall offer his Bid price in the increment of Rs.20/-. Beyond this extended period of two hours the Bid price increment would be Rs.50/- (Rs. Fifty) only.

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-Bided 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 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 The successful Bidders after the e-Auction will be required to deposit coal value with the concerned Coal Company, as per clause 6 related to terms of payment, after the date of closing of e-Auction.

5.3 Equivalent amount of EMD of successful Bidder corresponding to successful Bid quantity, shall be blocked and will be transferred to Coal Company by the Service Provider along-with the Bid sheet in respect of successful Bidders. In case of BG, the original BG shall be sent along with the bid sheet to the concerned coal company from where the bid has been won.

5.4 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 number of rakes is not exactly divisible by no. of operative months, it will be dealt as under:

- a) If the number of rakes is less than number of months, it will be sequentially distributed from the initial month.
- b) If some rakes are left in excess after equal monthly distribution, these rakes will also be distributed subsequently from the initial month.

However both buyer and seller can recast the monthly schedule on mutual consent in advance of the stipulated date of payment of 2<sup>nd</sup> instalment.

## **6. Terms of payment:**

6.1 The coal value to be deposited in advance by the successful Bidders shall be computed and deposited after making provision for the EMD amount for the successful Bid quantity already transferred by the Service Provider to the subsidiary Company. In other words, the coal value to be deposited and EMD amount together, shall be not less than 100 % coal value. In case of submission of EMD in the form of BG, the successful Bidder shall deposit the applicable full coal value without any adjustment for the EMD.

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

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, 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.

6.4 In case of BGs, the successful Bidder shall be depositing applicable full coal value against the MSQ. The BG shall remain as security with Coal Company. In case of default in lifting the coal company shall encash the BG at the end of lifting period giving 10 days' notice to the Successful Bidder. In case the required amount is paid by the Bidder in cash within the notice period, the BG shall not be encashed.

6.5 If BG needs to be encashed, whenever required, including forfeiture due to default in lifting, it shall be encashed in full irrespective of the applicable amount of EMD forfeiture. The residual encashed amount after forfeiting applicable EMD and adjustment of dues, if any, after reconciliation after the lifting period shall be refundable.

6.6 In case the BG needs to be encashed prior to end of lifting period the bidder shall have the option to deposit fresh BG to take back the security deposit available with Coal Company after adjustment of dues. In case of non-deposition of fresh BG, the encashed amount in full irrespective of the forfeitable amount will remain as cash EMD/ security deposit with Coal Company.

6.7 The successful bidder will have to maintain required amount of BG as security deposit for the applicable quantity. The BG coverage should not be less than the required amount at any point of time. However such replacement/reduction of BG shall be subject to the consent of Coal Company

6.8 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 instalments as per bidder's choice. The first instalment to be deposited within 10 working days of start of the month and the second instalment by the end of the month Such payments shall be made through e-transfer/ demand drafts / bankers cheque drawn in favour of the concerned coal company payable at the place of business of the coal company along with the debit advice issued by the bank certifying that the Demand Draft /Banker's cheque has been issued or 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.

6.9 In case coal value is deposited by the successful bidder for less than the monthly scheduled quantity, the coal company shall accept the payment for the said quantity and forfeit the EMD amount for the failed quantity.

However, the Monthly Scheduled Quantity can be revised on mutual consent of buyer and seller in advance of the stipulated date of payment of 2<sup>nd</sup> instalment.

In case of supplies by Rail, Coal Company shall accept the payment of coal value against the monthly scheduled quantity, only in the multiples of full rake size quantity.

6.10 In case of supply by rail, the successful bidder will have the option to deposit financial coverage in the form of BG with the concerned coal company as per prescribed format (provided by respective coal company) covering the maximum quantity of coal to be supplied during any month of the period. Timeline in this regard to be notified by Coal Company.

6.11 In such cases, where financial coverage is furnished in the form of BG by the successful bidder, a notice for deposition of the coal value by way of Demand Draft /Banker's cheque/e-transfer will be displayed on the notice board and also on the website of the subsidiary coal company, at least 3 (three) working days in advance before the expected date of offer to the railways for allotment. The buyer will be accordingly required to e-transfer or deposit the Demand Draft /Banker's cheque along with the debit advice issued by the Drawee Bank to the tune of coal value for rake / rakes load to be offered/ indented as per the notice within 48 hours of such notice.

6.12 In the event of non-deposition of 100% coal value by the bidder in terms of above clauses, the consent given against the rake programme will be withdrawn by the coal company and the applicable amount of EMD/BG as per e-auction scheme will be forfeited.

6.13 The buyers will have the option of making payment through IRLC/Usance LC as per applicable modalities notified by Coal Cos., in case of rail mode.

6.14 If any statutory taxes and levies become applicable at any later date even subsequent to supply of coal, the successful bidder shall make the payment of the same along with interest as applicable.

If any amount becomes refundable on account of statutory taxes and levies, the same will be refunded by seller only on and to the extent of refund received by the seller from the concerned authority.

## **7. Procedure of Coal Delivery**

### **By Road:**

7.1 Coal Company shall issue Sale / Delivery Orders to the successful Bidders in terms of Clause 6.6 after realization of payment. The particulars of destination shall be provided by the bidder and incorporated in relevant document as per procedure of the coal company.

7.2 The validity period of lifting of coal by road, provided the coal value is paid against the scheduled quantity of the month in due time, shall be 45 days from the date of issue of the Delivery Order/Sale Order.

### **By Rail:**

7.3 The seniority of Buyers in case of rail borne supplies shall be guided by the seniority list as provided by the Service Provider based on Buyer's Bids.

7.4 The quantity allotted against each rake is indicative quantity only and delivery shall be made on the basis of actual weighment by the Seller at the loading end.

7.5 The validity period of a monthly programme for movement by rail for seeking allotment of rake shall be 30 (thirty) days from the last date stipulated for making payment against the MSQ of the concerned month by the buyer and consent of the programme shall be issued by the concerned coal company accordingly. Once the rake is allotted, it shall remain valid for supply of coal as per prevailing Railway Rules. It is clarified that after rakes are sanctioned by Railways and offer is made by Coal Company to Railways, ensuring transport arrangement (rake allotment) as per bid for scheduled loading towards performance of contract is the sole responsibility of bidder.

7.6 In case of supply by rail, the successful bidder will have the option to deposit financial coverage in the form of BG with the concerned coal company as per prescribed format (provided by respective coal company) covering the maximum quantity of coal to be supplied during any month of the period. Timeline in this regard to be notified by Coal Company.

7.7 In such cases, where financial coverage is furnished in the form of BG by the successful bidder, a notice for deposition of the coal value by way of Demand Draft /Banker's cheque will be displayed on the notice board and also on the website of the subsidiary coal company, at least 3 working days in advance before the expected date of offer to the railways for allotment. The buyer will be accordingly required to deposit the Demand Draft /Banker's cheque along with the debit advice issued by the Drawee Bank to the tune of coal value for rake / rakes load to be offered/ indented as per the notice within 48 hours of such notice.

7.8 The Buyer himself or his authorized representative may supervise loading at the loading point to satisfy himself about the loading and quality. The authorized representative must carry valid authority letter along with photocopy of Identity Card issued by Service Provider.

7.9 Overloading and under-loading:

(i) Any penal freight for overloading charged by the railways for any consignment shall be payable by the Purchaser. However, if overloading is detected from any particular colliery, consistently during three (3) continuous Months, on due intimation from the Purchaser to this effect, the Seller undertakes to take remedial measures.

(ii) For non-coking coal of GCV exceeding 5800 Kcal/Kg and coking coal of Steel Grade I, Steel Grade II, Washery Grade I, Washery Grade II, Semi-coking Grade I, Semi-coking Grade II and washed Coal; any idle freight for under-loading below the stenciled carrying capacity, as shown on the wagon or minimum chargeable weight for the purpose of freight charges as notified by the railways (route-wise) for any particular type of wagon from time to time, whichever is lesser, shall be borne by the Seller. For all other Grades of Coal, any idle freight for under-loading below the stenciled carrying capacity, plus two (2) tonnes, or minimum chargeable weight for the purpose of freight charges as notified by the railways (route-wise) for any particular type of wagon from time to time, whichever is lesser, shall be borne by the Seller.

(iii) Idle freight resulting from under-loading of wagon, as per Clause 7.7(ii), shall be adjusted in the bills. Idle freight shall be reckoned as the difference between the freight

charged by the railways/freight payable for stenciled carrying capacity/freight payable for stenciled carrying capacity plus two (2) tonnes, as applicable in terms of Clause 7.7(ii) and the freight payable for the actual recorded weight of Coal loaded in the wagons. It is clarified that the compensation shall comprise basic railway freight and other applicable charges such as DPC, DS etc. actually levied by the railway under the respective consignment.

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

## **8. Refund of EMD/BG/ for Unsuccessful Bidders:**

In case of unsuccessful Bidders, EMD (BG) shall be refunded by the Service Provider after the auction is over. However, EMD in cash mode shall be returned by Service Provider on the Bidder's request. If no such request is received, the Service Provider will retain the cash EMD for participation in e-Auction in future.

## **9. Forfeiture of EMD/BG/Security Deposit:**

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

9.1 If after completion of e-Auction, a successful Bidder fails to make payment for the coal value including all other charges within the stipulated time, the EMD/BG amount equivalent to proportionate EMD of the failed quantity shall be forfeited.

9.2 If the successful Bidders do not lift the booked quantity within the stipulated validity period, the proportionate Security @ Rs.200 per ton (as converted from the EMD amount) or the applicable BG amount for the unlifted quantity would be forfeited. Forfeitable EMD amount can be deducted from coal value also instead of BG encashment.

Such forfeiture shall be made only if the balance Unlifted Quantity is equal or more than a Truck Load. i.e. 9 or 10 tons as applicable.

Such forfeiture, however, would not take place if the Coal Company has failed to offer full or part of the successful Bid quantity within the validity period. In such cases again, no forfeiture would take place if the balance quantity is less than a truck load/rake load.

9.3 If the Buyer cancels the order/Rake after booking, the EMD @ of Rs. 200 per ton or the applicable BG amount shall be forfeited for the rake/order cancelled.

9.4 EMD/Security Deposit/BG shall be liable for forfeiture in case of default as per clause 3.3 or any other applicable clause of the scheme.

#### **10. Refund of Coal value:**

The balance coal value of the unlifted quantity after the expiry of the validity period for supply of coal and completion of required commercial formalities shall be refunded subject to adjustment of dues and forfeiture of EMD/Security Deposit/encashment of BG if required, in terms of the forfeiture clause as above.

#### **11. General Terms & Conditions:**

11.1 The coal procured under this e-Auction is for use within the country for import substitution and is not for Export.

11.2 All terms and conditions of Scheme are subject to force majeure conditions as applicable.

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

It will be the responsibility of the bidders to regularly check the website of service providers (SPs) and keep themselves abreast of all procedural formalities/requirements to be complied. Any lapse in this regard shall solely rest with the bidder.

11.4 Bidders must be extremely careful to avoid any error in Bidding (whether typographical or otherwise) and they are fully responsible to check and rectify their Bid before submitting their Bid into the live e-Auction floor by clicking the "Bid" button. During the auction if the incremental Bid price is more than 50% of the immediate preceding Bid price, then the system will seek a re-confirmation from the Bidder before the Bid is registered.

11.5 There is no provision for Bidding in decimals. The Bidder shall be solely responsible for all consequences arising out of the Bid submitted by him (including any wrongful Bidding

by him) and no complaint /representation will be entertained by the Service Provider/Coal Company in this regard.

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

11.7 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.

11.8 Refusal on account of non-suitability and /or sub-standard quality for the allotted quantity of coal shall not be acceptable. Notwithstanding above the buyers will have the option of third party sampling facility as detailed below:

11.8.1 The Third Party sampling facility shall be extended as an option to the buyers.

11.8.2 Notwithstanding anything to the contrary contained herein, the Buyer shall be required to give his option on whether he proposes to avail third party sampling in accordance with the terms hereof or not during bidding at the e-auction platform. Such information shall be provided by the Service Provider to the respective Coal Co. along with the bid sheet.

11.8.3 Buyers opting for third party sampling can avail such facility as per following conditions:

(i) The facility shall be extended at the Delivery Point only and such third party sampling shall be undertaken throughout the period of lifting in accordance with the procedure for third party sampling for non- power sector as per Schedule I of this scheme.

(ii) If for any reason whatsoever, the third party sampling cannot be conducted in accordance with the procedure for third party sampling for non- power sector as per Schedule I, joint sampling and analysis to be carried out by the Seller in presence of the purchaser at the Delivery Point in accordance with the modalities for joint sampling as noted in Schedule I. However failure of the purchaser to be present will not invalidate or be a ground for disputing the sampling and analysis carried out by the seller.

(iii) If for any reason whatsoever, the third party sampling/joint sampling cannot be conducted in accordance with the procedure for sampling for non - power sector as per Schedule I, the supplies will be treated in the manner as in case of buyers not desirous of third party sampling.

(iv) Buyers opting for third party sampling shall submit a financial coverage towards upgradation of coal arising out of third party sampling for the amount decided by the Coal Co. considering the likelihood of upgradation as per third party sampling based on available trends.

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

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(v) If EMD in the form of cash

- (a) Coal value shall be deposited considering the EMD amount i.e. coal value to be deposited and EMD amount taken together shall be equivalent to the 100% coal value as per clause 6.1 of the scheme.
- (b) The differential amount as mentioned in 11.8.3(iv) above shall be furnished/maintained in the form of BG as per format provided by the Coal Co. or by Demand Draft/Pay order/e-transfer, referred to as cash prior to signing of tripartite agreement.

(vi) If EMD in the form of BG

- (a) In case of submission of EMD in the form of BG, the successful bidder shall deposit the applicable coal value without any adjustment of EMD as per clause 6.1.
- (b) No additional financial coverage shall be required if the amount of BG for EMD covers the differential amount as per 11.8.3(iv)
- (c) In case of shortfall in financial coverage as per 11.8.3(iv) for availing third party sampling, BG or cash shall be furnished over and above the BG amount for EMD.

(vii) SFMS confirmation shall be taken by the respective coal company. In case of any default in the BG, the concerned buyer shall not be allowed the third party sampling facility for supplies against the relevant e-auction event.

(viii) BG furnished for financial coverage towards third party sampling results and also the BG for EMD used as financial coverage for third party sampling results shall be for minimum six months initially. It will have to be kept valid throughout the pendency of lifting and to be further extended till discharged/returned by the Coal Co. after final settlement of dues if any.

(ix) The Buyer shall also provide an indemnity bond (format as per schedule II), indemnifying that shortfall in payment if any arising out of result of third party analysis shall be paid within 2 working days of such demand by the coal company.

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

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

(xii) 50% share of the cost of third party sampling shall be borne by the purchaser in terms of the tripartite agreement. Such payment shall be made by the purchaser directly to the third party agency.

(xiii) Where the third party sampling and analysis is undertaken and the same leads to variations in grade via-a-vis declared grade as on the date of lifting, the adjustment/payment by way of debit/credit note shall be done in the following manner: -

(xiv) The initial invoice shall be raised based on declared grade and notified price at the time of lifting plus percentage add on of reserve price plus bid premium percentage add-on or the original bid price, whichever is higher, as per the methodology given vide 11.12.1. This invoice shall be subject to adjustment by calculating the payable amount pursuant to third party sampling as below:

Notified price of the analysed grade (on the date of lifting)  
Plus  
Percentage add on of reserve price over notified price  
Plus  
Percentage premium over reserve price as per successful bid

<b>Illustration</b>		
<b>A</b>	<b>At the time of Bidding</b>	
	<b>Grade G4</b>	<b>Rs./tonne</b>
i	Notified price	3000
ii	Reserve price	3300
iii	<b>Bid price</b>	<b>3800</b>
	Reserve price add on % over notified price $(3300-3000)/3000$	10.00%
	Bid premium % in over Reserve price $(3800-3300)/3300$	15.15%
<b>B</b>	<b>At the time of Lifting</b>	
	<b>Grade redeclared as G5 and Notified price also revised by CIL *</b>	
iv	Revised Notified price of Grade G5	3100
v	Reserve price (Notified price of G5 + reserve price add-on) i.e. Rs. $(3100+10\%)$	3410
vi	<b>Revised Bid price (Reserve price + Bid premium %) i.e. Rs. <math>(3410+15.15\%)</math></b>	<b>3927</b>
	<b>Initial invoice shall be raised at Bid price payable (Higher of iii and vi i.e. vi)</b>	<b>3927</b>
	Initial invoice shall be raised at	3927
	<b>On third party sampling, Grade analysed as Grade G6</b>	
vii	Notified price of Grade G6 on then date of lifting	2900
viii	Reserve price (Notified price of G6 + reserve price add-on) i.e. Rs. $(2900+10\%)$	3190
ix	<b>Revised Bid price (Reserve price + Bid premium %) i.e. Rs. <math>(3190+15.15\%)</math></b>	<b>3673</b>
	Bid price payable based on third party sampling results	3673
	<b>Credit note to be issued for adjustment/payment (Rs. <math>3927-2673</math>)</b>	<b>254</b>
* The methodology will remain same even if there is no change in declared grade and/or notified price.		

The differential amount between initial invoice and the payable amount after third party sampling analysis shall be adjusted/paid through debit/credit note as the case may be within seven days after reconciliation of final results.

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

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

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

11.8.5 Bidders who did not opt for third party sampling at e-auction platform would not be entitled to avail the said facility at any time during the period of lifting under the said e-auction event.

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

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

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

11.11 While the sale under this 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 clause 6.9 at any time within a period of 3 years from the date on which the sum becomes recoverable. Both parties shall have a lien on any sums of money belonging to the other, which may come to their possession or control to the extent of the sum recoverable from the other.

**11.12 Revision of bid price (payable price) in case of revision in notified price of bid grade of coal/change in grade as per grade declaration.**

11.12.1 The following modalities for charging the price under in the event of change in grade/Change in notified price after bidding shall be followed:

- (i) While notifying the offers, subsidiary company shall invariably indicate notified price as well as reserve price along with corresponding percentage add on. Where reserve price and notified price happen to be same then percentage add on should be mentioned as nil.
- (ii) After conclusion of bids, the percentage premium for each bidder over and above the reserve price shall also be computed in the similar manner.
- (iii) In case there is a change in declared grade and/or the notified price at the time of lifting, the bidder shall be required to pay the following amount:

- (a) Revised notified price (with or without change in declared grade as applicable)  
plus
- (b) Percentage add on of reserve price over notified price  
plus
- (c) Percentage premium over reserve price as per successful bid.

OR

(d) The original bid price whichever is higher. [(d) applicable only in case of revision in notified price]

Illustration		
<b>Case I (Change in declared Grade)</b>		
<b>A At the time of Bidding</b>		
	Grade G4	Rs./tonne
i	Notified price	3000
ii	Reserve price	3300
iii	<b>Original Bid price</b>	<b>3800</b>
	Reserve price add on % over notified price $(3300-3000)/3000$	10.00%
	Bid premium % in over Reserve price $(3800-3300)/3300$	15.15%
<b>B At the time of Lifting</b>		
	Grade redeclared as G5	
iv	Notified price of Grade G5	2737
v	Reserve price (Notified price of G5 + reserve price add-on) i.e. Rs. $(2737+10\%)$	3011
vi	<b>Revised Bid price (Reserve price + Bid premium %) i.e. Rs. <math>(3011+15.15\%)</math></b>	<b>3467</b>
	<b>Bid price payable (Higher of iii and vi i.e. iii)</b>	<b>Rs. 3800</b>
<b>Case II (Change in declared grade and notified price)</b>		
<b>A At the time of Bidding</b>		
	Grade G4	Rs./tonne
i	Notified price	3000
ii	Reserve price	3300
iii	<b>Bid price</b>	<b>3800</b>
	Reserve price add on % over notified price $(3300-3000)/3000$	10.00%
	Bid premium % in over Reserve price $(3800-3300)/3300$	15.15%
<b>B At the time of Lifting</b>		
	<b>Grade redeclared as G5 and Notified price also revised by CIL</b>	
iv	Revised Notified price of Grade G5	3100
v	Reserve price (Notified price of G5 + reserve price add-on) i.e. Rs. $(3100+10\%)$	3410
vi	<b>Revised Bid price (Reserve price + Bid premium %) i.e. Rs. <math>(3410+15.15\%)</math></b>	<b>3927</b>
	<b>Bid price payable (Higher of iii and vi i.e. vi)</b>	<b>Rs. 3927</b>

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

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

11.13 The buyer shall be responsible for compliance of e-way bill for which the required information shall be provided by the respective coal company.

11.14 In the event of any dispute, Bidder / Buyer is necessarily required to represent in writing to the General Manager (Marketing & Sales) of the concerned Coal Company, who would deal with the same in a period of one month from such representation. Thereafter, if required the matter be determined by the Director-In-Charge of Marketing of the concerned Coal Company. Any interpretation of any clause of this scheme will be subject to clarification by CIL, 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 as amended from time to time or the prevalent applicable Government rules/laws. The parties are free to determine the number of arbitrators but such number should not be even number. However, failing such determination, the arbitral tribunal shall consist of a sole arbitrator.

Director (Marketing), CIL, upon written request of the bidder forwarded by Coal Company recommending arbitration or request of the Coal Company in this behalf. The arbitration shall be conducted at HQ of the respective Coal Company or at any other place to be jointly decided by the Coal Co., bidder and the arbitrator. On such decision, Director in Charge (Marketing) of concerned Coal Co. shall notify the same.

The award rendered by the Arbitrator shall be final and binding on the parties.

## **Schedule I**

### **Procedure for Third party sampling for non- power sector**

#### **1. THIRD PARTY AGENCY (TPA) UNDER DIFFERENT MODES OF SUPPLY**

##### **1.1 Third Party Agency for dispatches by Rail / Conveyor Belt/Rope Way/Pipeline**

- 1.1.1 In case of off-take of the Contracted Grade of Coal *via* Rail / Conveyor Belt / Rope Way / Pipeline, the Purchaser may choose a third party agency to conduct the third party sampling from list of independent third parties provided by CIL from time to time.
- 1.1.2 The third party agency chosen by the Purchaser shall conduct the third party sampling throughout the Term / Period as applicable, provided that the Purchaser may change (on reasonable grounds) the third party agency chosen by it with prior written approval of the Seller. In the event that the Seller does not accept the request of the Purchaser for change in the third party agency the Purchaser shall have the option to:
  - (a) terminate the arrangement for third party sampling availed by it hereunder, in which case, the Purchaser shall not be entitled to resume the third party sampling at any time during the remainder of the Term **or**
  - (b) to continue the arrangement for third party sampling for the remainder of the Term with the existing third party agency chosen by it.
- 1.1.3 Third party sampling shall be done at the Delivery Point and the costs in this regard shall be borne equally by the Purchaser and the Seller.

##### **1.2 Third Party Agency for dispatches by Road**

- 1.2.1 In case of off-take of the Contracted Grade of Coal *via* road mode, the Seller shall choose third party agency to conduct the third party sampling from list of independent third parties provided by CIL from time to time. It is clarified, that the Seller shall have the sole discretion and right to replace, substitute or change the third party sampling agency chosen by it.
- 1.2.2 The third party agency chosen by the Seller shall conduct the third party sampling throughout the Term / Period as applicable, provided that the Purchaser may make a written request (on reasonable grounds) to the Seller to change the third party agency chosen by the Seller. In the event that the Seller does not accept the request of the Purchaser for change in the third party agency, the Purchaser shall have the option to:
  - (a) terminate the arrangement for third party sampling availed by it hereunder, in which case, the Purchaser shall not be entitled to resume the third party sampling at any time during the remainder of the Term **or**
  - (b) to continue the arrangement for third party sampling for the remainder of the Term with the existing third party agency chosen by the Seller.

- 1.2.3 Third party sampling shall be done at the Delivery Point and the costs in this regard shall be borne equally by the Purchaser and the Seller.

## **1. DETAILED MODALITIES FOR THIRD PARTY SAMPLING**

Modalities for collection, handling, storage, preparation and analysis of coal samples and submission of the analysis results, by the TPA shall be as under:

### **2.1 General**

- a) In order to commence third party sampling, a tripartite agreement will have to be signed amongst the Seller (First Party), the Purchaser (Second Party) and the TPA (Third Party). The format of tripartite agreement shall be provided by the Seller. Detailed terms and condition of TPA engagement / work including Referee SOP/ sharing of cost of sampling etc. shall be in accordance with Tripartite Agreement.
- b) Collection and preparation of samples may be witnessed only by the authorized representatives of Seller and Purchaser. In case the authorized representative of either party is not present or does not witness the sample collection and preparation activities, the said work shall be continued by TPA irrespective of non-witnessing by either party. Absence and / or failure to witness shall not be considered as a ground for disputing the result by either party. At any point of time, only one authorized representative each from Seller's side and Purchaser's side shall be allowed to be present during the sample collection and preparation activities.
- c) The TPA shall communicate the analysis result(s) of the sample(s) to the Seller and Purchaser within fifteen (15) days from the date of sample collection. The Seller/ Purchaser may raise dispute if any, against the findings of the TPA within seven (7) days after the submission of the analysis result(s), excluding the date of submission of the analysis results by the TPA.

### **2.2 Collection of Samples by the Third Party Agency**

Samples of Coal shall be collected by the Third Party Agency from the Delivery Point as follows:

#### **2.2.1 Collection of samples from loaded wagons (Rail and MGR):**

- a) Rake-wise, grade-wise and consumer-wise coal supplied from one Delivery Point shall be considered as one lot, in case of supplies by rail.
- b) In case of Coal dispatches through MGR the sample collected from each rake (source wise, grade wise and Consumer wise) loaded from the respective Delivery Point during the day shall be pooled together to form a gross sample for the day.

- c) Each Rake shall be divided into a no. of sub-lots in a manner that the quantity of Coal / number of wagons in such sub-lots is more or less equal. One sample shall be collected from each sub-lot. The number of sub-lots shall be determined as under: . .

No. of wagons in one Lot	Number of sub lots/ samples
Up to 30 wagons	4
>30 wagons up to 50 wagons	5
>50 wagons	6

- d) Each sub-lot consists of one (1) wagon selected as per random table given in IS: 436 (Part I/Section I) 1964 for collection of sample / increments.
- e) In each wagon selected for sampling, the sample shall be drawn from one spot in such a manner so that if in the first randomly selected wagon, the sample is collected at one end, in the next random wagon the sampling spot will be in the middle of the wagon and in the third random wagon, the sampling spot will be at the other end and this sampling procedure shall be repeated for all subsequent random wagons.
- f) Before collecting the samples, the sampling spot will be leveled and at least 25 cm<sup>3</sup> of Coal from the surface shall be removed / scrapped and the place will be leveled for an area of 50 cm by 50 cm.
- g) About 50 kg of sample shall be collected from each selected wagon in the lot by drawing 10 increments of approx. 5 kg each with the help of shovel / scoop.
- h) Any stone / shale of size more than that specified in Schedule ---- shall be removed / discarded from the sample;
- i) Samples thus collected from all the selected wagons in a lot shall be mixed together to form one gross sample per lot.
- j) In case live overhead traction line exists in the siding, TPA shall ensure that the power supply in the overhead traction is essentially switched off before commencement of sample-collection process from loaded wagons.

### 2.2.2 Collection of Samples of Coal Dispatches by Road:

- (a) Samples shall be collected source-wise and grade-wise on daily basis round the clock, depending upon the timing of loading at respective dispatch point(s) only from the trucks of the purchaser (s) who have opted for third party sampling ("**Purchasers Opting for Sampling**") in the manner specified below.
- (b) The first sample of Coal shall be collected from the first truck at the Delivery Point belonging to a Purchaser Opting for Sampling. Once a sample is collected from the first truck as stipulated above, samples of Coal shall be collected from every 8<sup>th</sup> (eighth)

truck after the truck from which the first sample has been collected. In the event that such 8<sup>th</sup> (eighth) truck does not belong to a Purchaser Opting for Sampling, then the next truck belonging to a Purchaser Opting for Sampling shall be deemed as the 8<sup>th</sup> (eighth) truck and a sample shall be collected from such truck. The same process shall be repeated for every 8<sup>th</sup> truck thereafter.

- (c) The sampling spot at the top of the loaded truck, selected randomly will be leveled and at least 25 cm of Coal surface shall be removed / scrapped from the top and the place will be leveled for an area of 50 cm by 50 cm for collection of sample.
- (d) About 30 kg of the sample shall be collected from each truck by drawing 6 increments of approx. 5 kg each with the help of shovel / scoop.
- (e) All the samples collected from source wise, grade wise from every 8<sup>th</sup> truck in accordance with paragraph 2.2.2(b) as above on daily basis shall be mixed together to form a gross sample.
- (f) Any stone/shale of size more than that specified in Schedule ----- shall be removed / discarded from the sample.

### 2.2.3 Collection of Samples of coal from Conveyor Belt / Ropeway / Pipelines:

- a) Samples shall be taken lot-wise, grade-wise.
- b) The quantity that passes over the conveyor ( directly or through rope way / pipe line) in a day (00 hrs to 24 hrs) constitutes one lot, which needs to be divided into a no. of sub-lots for the purpose of sampling. No. of sub-lots to be divided & quantity of gross sample to be collected from sub lots shall be as below:

Wt. of the Lot (Tons)	No. of sub-lots/gross samples	Qty to be collected (Kg)
Up to 500	2	100
501 to 1000	3	150
1001 to 2000	4	200
2001 to 3000	5	250
Over 3000	6	300

For example:

- i) If the qty to be passed in a day over the conveyor is 600 tons (which is 1 Lot), then there will be 3 sub-lots and total sample quantity will be 150 kg
- ii) 1 gross sample shall be collected from 1 sub-lot, @ 50 kg per sub-lot. Thus, total 150 kg gross sample shall be collected from 3 sub-lots over the whole day, i.e. from 00 hrs to 24 hrs
- iii) If the conveyor is operated for 15 hours in a day, spacing the collection of 150 kg over 15 hours of conveyor operation, we need to collect 10 kg every 1 hour (qty & intervals can be mutually decided by seller & purchaser depending on the running time of the conveyor and the qty that passes in a day)

- c) The belt needs to be stopped at the scheduled time to facilitate collection of the samples manually.
- d) While collecting the sample, the scoop should traverse the entire cross-section of the conveyor belt, drawing app 5kg per increment
- e) Any stone / shale of size more than that indicated in Schedule ----- shall be removed / discarded from the sample.
- f) There shall be one gross sample for the day mixing all the gross samples collected from all the sub lots during a day.

### **2.3 Preparation of laboratory samples**

- 2.3.1 The gross sample collected at the loading end by the TPA shall be divided into two portions. One portion (one fourth of the gross sample) called Part – 1 shall be used for analysis of Total Moisture and the other portion (three fourth of the gross sample) called Part – 2 for determination of ash, moisture and GCV on Equilibrated Basis.
- 2.3.2 The Part-2 Sample shall be reduced into laboratory sample. For the general procedure for reduction of gross sample and preparation of moisture sample and laboratory samples, IS : 436 ( Part I/Set 1 )-1964 ( latest version ) shall be followed.
- 2.3.3 Final Laboratory samples shall be in the size of 12.5 mm for determination of Total Moisture and in the size of (-) 212  $\mu$  (micron) IS sieve for determination of ash, Equilibrated Moisture (at 40°C and 60% RH) and GCV. Due care shall be taken by the TPA to ensure that the final lab sample is essentially in (-) 212  $\mu$  (micron) size before the same is collected from the loading point(s) so that no further sieving or pulverizing is warranted at the laboratory before analysis.
- 2.3.4 The final pulverized sample shall be divided into four equal parts viz. Set – I, Set – II, Set –III and Set – IV of 500 gms each as detailed below:
  - (a) Set – I shall be taken by the Third Party Agency to a NABL Accredited Laboratory for analysis of ash, moisture and GCV ( on equilibrated conditions' basis at 40<sup>0</sup> and 60% RH) as per latest BIS Standards (IS: 1350 Part 1-1984) or (IS: 1350 Part-II-1970), as applicable;
  - (b) Set-II of the sample shall be handed over by the Third Party Agency to the Seller
  - (c) Set-III of the sample shall (i) in case of mode other than road, be handed over by the Third Party Agency to the Purchaser; and (ii) in case of road mode, be handed over in equal portions to all of the Purchasers Opting for Sampling on that particular day; and
  - (d) Set – IV of the sample called Referee Sample shall be sealed jointly by the Third Party Agency (TPA) in the presence of the authorized representatives of each of the Parties (in case of mode other than road) or representatives of each of the Purchasers Opting

for Sampling (in case of road mode), as the case may be, and shall be kept in custody of the TPA at the Delivery Point ( loading point) under proper and good quality lock and key arrangement. . The referee sample shall be retained in double sealed condition (duly signed by the Third Party Agency and the authorized representative of the Parties or the representatives of the Purchaser Opting for Sampling, as the case may be) for minimum 30 (thirty) days from the date of sample collection, beyond which it may be destroyed after necessary details are properly recorded by TPA. For the purpose of Referee Analysis, the referee sample(s) shall be packed and transported by the TPA in a tamper proof manner, to the satisfaction of Seller and Purchaser(s), to the referee lab from the loading points. The Seller and Purchaser (s) can exercise the liberty to accompany the TPA to the referee laboratory at their own expenses.

2.3.5 Samples shall be collected, packed and transported by the TPA to the sample preparation site(s) at the loading points in such a manner so as to make them tamper proof to the satisfaction of both the Seller and Purchaser (s) for which detailed procedure may be worked out at the Delivery Point (Loading Point) jointly by representatives of the Seller, Purchaser(s) and TPA.

2.3.6 In the event that a dispute is raised by the party(ies) within the time period stipulated at paragraph 2.1( c ) above, the referee sample shall be analyzed by a government laboratory (other than the Laboratory at which the original sample has been analyzed by a Third Party Agency). The analysis and transportation cost of the referee sample shall be borne by the challenging / disputing parties. The non-disputing party(ies) may witness transportation and analysis of referee sample to the above mentioned government laboratory of their own cost. The findings of such government laboratory, post analysis of the referee sample, shall be binding only on the challenging / disputing parties and the non-disputing parties shall be bound by the findings of the Third Party Agency.

## **2.4 Analysis of sample(s)**

2.4.1 Total Moisture determination shall be done by the TPA at the nearest laboratory of the Seller and remaining tests / analysis for determination of moisture, ash, GCV on equilibrated Basis shall be done by the TPA at NABL-accredited laboratory

2.4.2 Analysis of sample(s) shall be carried out as per latest version of IS 1350 (Part-I)-1984 for determination of Total Moisture, Equilibrated Moisture, Ash and Volatile Matter and as per latest version of IS 1350 (Part-II), 1970 for determination of GCV.

## **3.0 Records of Samples/ Third Party Sampling**

3.1.1 Proper analysis records like electronic print out of the analysis results obtained from the Automatic Bomb Calorimeter, source wise, grade wise and date wise details of coal samples received etc. shall be maintained at the Laboratories where the coal samples are analyzed by the Third Party Agency for identification and reconciliation of the analysis results.. Coal samples shall be analyzed only at an NABL Accredited coal testing laboratory

- 3.1.2 Monthly statements containing the details of each and every analysis result source wise, mode wise, grade wise and consumer wise finalized during a month based on analysis by a Third Party Agency or referee analysis, as the case may be, shall be prepared by the TPA and submitted to the Seller and Purchaser (s) before the 5<sup>th</sup> of the following month stating *inter alia*, the quantity of Coal covered against the respective analysis results. Copies of the monthly statement / report shall be submitted by the Third Party Agency to (i) the General Manager (Quality Control) of the Seller or his representative; and (ii) the representatives of the Purchaser (in case of mode other than road) or the representatives of all the purchaser(s) who have requested for third party sampling (in case of road mode), as applicable.

Note: In case of joint sampling, similar procedure for collection, preparation and analysis of coal sample as stated above will remain applicable with necessary changes *mutatis-mutandis* as illustrated below;

- i. Sample will be collected and prepared by Seller's facilities.
- ii. The final laboratory sample will be divided into two parts. First part Set-I of sample will be analyzed by seller and second part Set-II will be kept for referee analysis.
- iii. Analysis of the sample will be done in Seller's laboratory .
- iv. Cost of sampling and analysis will be borne by the seller, so there will be no requirement of sharing of cost of sampling between seller and purchaser.
- v. Cost of referee sample analysis in a designated Government Laboratory including cost of transportation of sample will be borne by the disputing party.
- vi. Purchaser shall associate / witness in throughout the collection, preparation and analysis. However, absence and / or failure of Purchaser(s) to associate / witness shall not be considered as a ground for disputing the process / results.

**SCHEDULE II**

**FORMAT OF INDEMNITY BOND**

**(To be furnished on Non judicial Stamp paper of required value as per Stamp Act & Notarized)**

This deed of indemnity is executed on .....(Date) by .....Proprietor/Director/Partner/Constituted Attorney/ Authorized Representative of the Purchaser M/s.....(with Full address), (hereinafter referred to as '**Indemnifier**') in favour of Coal Company (hereinafter referred to as the '**Indemnified**') having its registered office at..... (Address).

The Indemnifier have been successful in e-auction event notified vide no.....dated ..... and have opted for third party sampling for coal supplies against the said e-auction event.

The indemnifier ie..... (Name of the Purchaser) hereby unconditionally and irrevocably agrees to indemnify that dues occurring due to shortfall in payment if any arising out of result of third party sampling and analysis shall be paid within two working days of such demand by the Coal Co.

(Signature with Name and Address)

Place :

Date :

Witness:

1 Signature with Name & Address.

2 Signature with Name & Address