

## **Terms & Conditions of Special e-auction Scheme, 2015 for 'Power Producers'(excluding Captive Power Plants)**

### **Introduction:**

In terms of the Office Memo. No. 23011/119/2015--CPD dated 30-06-2015 of MOC and letter dated 21 Aug 2015 a new scheme called Special "E-Auction Scheme 2015 for Power Producers" has been evolved for implementation with competent approval .

### **Objective:**

The Special scheme is aimed to make an earmarked quantity of coal available for supply through e-auction to the power plants which are stressed or in short supply of coal after taking into account supplies received through FSA/MOU, Coal mined/used from captive coal mines, imports and normal e-auction.

### **Terms & Conditions**

#### **1. Eligibility:**

1.1 All power plants (IPP/PSU/SEBs), already commissioned or being commissioned in 2015-16, are eligible to apply for the Special e-auction window for the quantity to the extent of shortfall between its normative requirement and the availability of coal from all sources including FSAs/MOUs.

1.2.1 The eligible Power Plants can participate in the 'Special e-Auction scheme 2015' for procurement of coal for own consumption and not for transfer or re-sale.

1.2.2 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.

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

(a) For Power Plants having Long term/medium term PPA: CIL notified price for Power Sector plus 20%, and

(b) For other plants, having short-term PPAs or Without PPAs: CIL notified price for Power Sector plus 40%

#### **1.4. Quantity eligible for bidding :**

##### **A) For plants already commissioned :**

To the extent of shortfall quantity assessed on the basis of the normative requirement of the unit and the availability of the coal from all sources viz. FSA/MoU, Coal mined/used from captive coal mines and that procured under imports and normal e-auction.

##### **B) For plants being commissioned :**

For the plants being commissioned during the year 2015-16, they will be allowed to participate in the bid for the entitled quantity which shall not be more than the normative requirement for the period remaining after the expected COD intimated by CEA. Supply of coal shall be limited to the available period after reporting the actual achievement of COD till 31.3.2016.

## **2. Application:**

2.1 The desirous power plant shall apply to General Manager(Sales & Marketing), Marketing Division of Coal India Limited at . Premises no.04 MAR,Plot AF-III, Action Area-1A, New Town, Kolkata- 700156. along with a notarized affidavit containing Name of Power Plant with Unit No., Capacity(MW) and Self certification of long term/medium term/short term PPA/agreement entered into by them with State DISCOMs or entities who are having back to back PPA with DISCOMS. (As per Format at **Annexure-I**) Self Certified photocopies of such PPA/agreements are also to be submitted by the Power plants .

2.2 The Power Plant shall also furnish a self attested certificate indicating coal received from (i) Captive Block (ii) Normal e-auction of CIL (iii) Import (iv) FSA/MOU of CIL during the period April 2015 to July 2015. (As per Format at **Annexure-II**)

2.3 Since the Certification of PPA is only required for IPP's and the State Gencos are exempted to produce PPA Certificate.

2.4 Based on the above documents and particulars the eligibility and the permissible quantity shall be determined. The Service Providers shall be informed along with the list of Power Plants and the normative/eligible quantity and documents submitted by the Power Plants as well as the coal companies to notify in their web sites. The Power Plants shall be informed the permissible quantity through Notice published in the web site of CIL with advise to contact the concerned Service Provider for registration and further necessary action .

### **3. Registration:**

3.1 The eligible Power Plant shall be required to register with respective Service Provider nominated/appointed by CIL / Subsidiary Coal Company. For such registration, an eligible Power Plant shall be required to complete all necessary formalities by making an application to the nominated/appointed Service providers of CIL / Coal Companies in the prescribed format available on the web site of the respective service provider along with certified copies of valid documents, which shall include the following:

- a) Certificate of incorporation issued by the registrar of companies (ROC),
- b) Income-tax return (for immediately completed preceding financial year),
- c) PAN No ,
- d) Valid Sales Tax/VAT registration certificate,
- e) Valid NOC from Pollution Control Board/Certificate for consent to operate,
- f) A board resolution authorizing one representative of the power plants who will be authorized to sign on behalf of the company with attested passport size photographs of the authorized Officials.

The registration can be done on-line or at any front office of the service provider.

3.2 The power plant will be responsible for ensuring to keep the registration valid, and for the purpose, the power plant will keep all the documents mentioned in clause 3.1 valid throughout the period right from bidding up to completion of lifting. In the event of expiry of any of these documents, the registration will automatically become dormant and during the period of dormancy, the consumer/ bidder will not be allowed to participate in bidding by the service providers and release of coal will be kept suspended by the Coal Company.

Such suspension of release of coal will be treated as a failure on the part of consumer plant and the proportionate EMD equivalent to the failed quantity shall be forfeited. The registration will however be restored by the service provider and thereafter participation in the bidding will be allowed after submission of the valid document(s) / extension of the validity of the document(s) and coal releases / lifting will be allowed by the Coal Company.

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

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

3.4 The prospective bidder must get themselves registered with an approved certifying agency and obtain digital signature for their authentication / proving genuineness which would enable them to participate in e-Auction. The prospective

bidders are required to contact their respective service provider in this regard for clarification and guidance, if required by them.

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

#### **4. Photo ID Cards:**

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. The details of the Sales tax / VAT registration number as well as consumer status of the applicant unit shall also be duly incorporated in each Photo Identity Card.

#### **5. Earnest Money Deposit (EMD):**

5.1 All interested registered consumers shall be required to deposit in advance non-interest bearing EMD with respective service provider at the rate of Rs. 500/- per tonne for the quantity of bid . This may be paid upfront by way of Bank Draft / Bankers P.O or by way of e-transfer.

5.2 As long as EMD is available in the registered consumer's account with the Service Providers, the consumer can participate in a Special 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

#### **6. Methodology:**

6.1 The Special e-Auction shall be for the year 2015-16.

6.2 CIL/Coal companies would draw programme for special e-Auction which will be notified minimum 6 days in advance from the date of commencement of special e-auction on the 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.

6.3 The Service Provider shall conduct the special e-Auction as per the program notified in the web site of the Service Providers on the scheduled date/s and time.

6.4 The date, time and period of e-Auction as notified in advance including closing time on portal of Service Provider shall be adhered to except in force majeure situations. However, the closing time of e-Auction will be automatically extended up to last Bid time, plus 5 minutes, so that opportunity is given to other Bidders for making an improved Bid on that item.

6.5 Before on-line bidding for price and quantity in the Special e-Auction, the bidder shall agree on-line to accept the condition that the coal purchased in the special e-Auction shall be used for own consumption only and not for any other purposes. The bidder shall also agree on-line to all the other terms & conditions displayed along with the notice of Special e-Auction.

6.6 Before participating in e-Auction, bidders must satisfy themselves with the quality of coal being offered from a source. No complaints thereafter i.e. after the e-auction, will be entertained by the coal companies.

6.7 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 or the eligible quantity whichever is lower.

6.8 The bidder has to bid for a price equal to or above the reserve price so as to secure consideration in the concerned Special e-auction.

6.9 In any Special e-Auction the buyer shall bid for its required quantity as applicable in the special e-Auction for which coal is offered. The bidder shall offer his Bid price (per tonne) in the increments of Rs.10/- (Rupees ten) or multiple thereof during the normal e-Auction period. During the extended period, the bidder shall offer his Bid price in the increment of Rs.20/- (Rupees twenty) or multiple thereof.

6.10 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.

6.11 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.

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

7.1 There will be separate Special e-Auctions for dispatches by rail and road mode (though conducted under same notice) even if Special e-Auction offer by rail and road mode is from the same source earmarking separate mode-wise quantities under the same Special e-Auction for that source. The minimum quantity for bidding shall be 5000 tonne (five thousand tonne only) for a source for supply by road mode. For supply by rail, the minimum quantity for bidding shall be Six rake for a source. The rake size shall be as per prevalent Railway rules. The quantity of coal in a rake shall be as indicated in the notice of Special e-Auction.

7.2 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 relatable EMD.

7.3 The consumer, while bidding shall quote their "Bid price" per tons 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. Any increase in statutory charges / other charges will be notified / hoisted on web-site by the coal companies.

## **8. Post E-Auction Process:**

8.1 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.

8.2 The successful Bidders after the e-Auction will be required to deposit coal value with the concerned Coal Company, within a period of ten working days. Ten working days would be reckoned as applicable to the respective Subsidiary Coal companies' office where the payment/ deposit is required to be made.

8.3 EMD corresponding to successful Bid quantity of successful Bidder, shall be blocked and will be transferred to Coal Company by the Service Provider along-with the Bid sheet in respect of successful Bidders

8.4 In case the successful bidder fails to deposit the coal value for any month, EMD corresponding to the Bid quantity of the applicable month shall be forfeited. This however will not debar the Bidder from depositing coal value for any subsequent months for which they have won the bid.

8.5 The Successful bidder shall furnish Certificate from the concerned DISCOMS or entities who are having back to back PPA with DISCOMS that the claim/produced PPA/Agreements is valid on date (and the date of expiry of the PPA) to coal company. After submission of the PPA certificate from the DISCOM by IPPs to the satisfaction, coal company to start supply of coal.

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

9.1.1 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 on month to month basis. In other words, the coal value to be deposited and the prorated EMD amount for the quantity applicable for a month together, shall be equivalent to the 100 % coal value.

9.1.2 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.

9.1.3 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.

9.1.4 In case of road supplies, once the coal value is deposited by way of Demand Draft /Pay Order, drawn in favour of the concerned Coal Company, along-with the debit advice issued by the Bank, certifying that the DD/pay order has been issued, by debiting the account of the concerned Buyer, Sale/Delivery orders shall be issued within seven days by the Coal Company after encashment of Buyer's financial instrument.

9.1.5 In case of successful Bidders, if the coal value is deposited for less than the allotted Quantity but not below 50% of the allotted quantity, the Coal Company shall accept the payment for the said amount and forfeit the EMD for the failed quantity. However if the Buyer fails to deposit the coal value for at least 50% of the allotted quantity than the entire EMD of the allotted quantity shall be forfeited.

9.1.6 In case of rail borne supplies, there shall be two options available. While submitting program, the Bidder at his option can deposit 100 % BG on the prescribed format from the Buyers own account or else may deposit 100% amount through Demand Draft /pay order, drawn in favour of the concerned Coal Company, along with the debit advice, issued by the Bank certifying that the DD/Pay Order has been issued by debiting the account of the concerned Buyer.

9.1.7 In case of Buyers who have booked their rail programme through BG, a notice for deposition of coal value by way of DD/Pay order, will be displayed on the notice board of the Coal Company, at least three working days in advance before the expected date of offer to the Railways for allotment. The Buyer will be accordingly required to deposit DD/Pay Order along with the debit advice to the tune of BG involved in the programme, within 48 hours of such notice.

9.1.8 In the event of non-deposition of 100% coal value by the bidder in terms of ~~clause no. 9.1.6~~ above clauses, the consent given against the rake programme will be withdrawn by the coal company and EMD as per e-auction scheme will be forfeited.

9.1.9 The successful bidder shall have the option of e-payment subject to Subsidiary Coal Company having the facility of e-banking and the same is notified on the web sites accordingly.

9.1.10 The successful buyer shall pay any additional sum which may become payable by the seller under any statutory provision over and above the amount claimed in the invoice. The successful bidder will also be entitled to a refund of the sum of taxes to the seller on account of reduction, if any of the statutory levies claimed in the invoice by the seller.

9.1.11 Statutory levies payable over and above the coal price shall be as applicable on the date of delivery.

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

10.1 The coal value to be deposited in advance by the successful bidders shall be computed and deposited on month to month basis against the monthly scheduled quantity after making provision for the EMD amount corresponding to the monthly scheduled quantity out of the total EMD amount already transferred by the Service provider on account of the successful bidder to the concerned Coal Company. In other words, the coal value to be deposited and the corresponding EMD amount for the monthly scheduled quantity taken together shall be equivalent to 100% coal value of the monthly scheduled quantity.

10.2 EMD amount corresponding to the monthly scheduled quantity shall not be treated as an adjustment towards the coal value but shall stand converted into a 'Security Deposit' for performance of the bidders towards completion of the said transaction for the concerned month.

10.3 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.

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

### **11.1 By Road:**

11.1.1 In case of road supplies, once the coal value is deposited by way of demand draft /pay order, drawn in favour of the concerned coal company, along-with the debit advice issued by the bank, certifying that the DD/pay order has been issued, by debiting the account of the concerned Buyer, Sale/Delivery orders shall be issued within seven days by the coal company after encashment of Buyer's financial instrument. The sale / Delivery Orders and Lifting Challan issued by the Coal Company shall indicate destination of the coal consuming unit.

On the Sale / Delivery Orders / Rail Programme, the details of the documents along with their validity will be indicated to facilitate Coal Companies to take action as per Clause 3.2.

11.1.2 The validity period of lifting of coal by road shall be 45 days from the first day of the month concerned for which the sale / delivery order has been issued irrespective of coal value being deposited in terms of clause 9 of this scheme. No extension of the validity will be allowed in any case.

### **11.2 By Rail:**

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

11.2.2 The quantity allotted against each rake is only indicative; however delivery shall be made on the basis of actual weighment by the seller at the loading point.

11.2.3 The validity period of a monthly program for movement by rail for seeking allotment of rake shall be till the last day of the month concerned and consent of the programme shall be issued by the concerned coal company accordingly. Once the rake is allotted, it shall remain valid for supply of coal as per prevailing Railway Rules.

11.2.4 Although loading will be the responsibility of the Coal Company, but to avoid any complaint regarding over-loading, under loading and for quality, the Buyer

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

11.2.5 The overloading and under loading charges, if any, at the rates applicable as per Railway rules, will be borne by the respective Power plant / bidder or the Coal Company as the case may be as follows:

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 any idle freight for under-loading below the stenciled carrying capacity, as shown on the wagon or carrying capacity based on the actual tare weight or permissible carrying capacity as notified by the Railways (route-wise) for any particular type of wagon from time to time, in which case the stenciled carrying capacity as shown on the wagon is more than the permissible carrying capacity, as the case may be, shall be borne by the Seller. For all other Grades of Coal and NLW coal of Grade W-II/WIV, any idle freight for under-loading below the stenciled carrying capacity, as shown on the wagon or carrying capacity based on the actual tare weight, as the case may be, plus two (2) tonnes shall be borne by the Seller. However, in the cases where permissible carrying capacity is less than the stenciled carrying capacity, as mentioned above, the idle freight shall be borne by the Seller only up to the permissible carrying capacity

Idle freight resulting from under loading of wagon, as per point no.(ii), shall be adjusted in the bills.

## **12. Weighment:**

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

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

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.

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

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

14.1 If after completion of e-Auction, a successful bidder fails to make payment for the monthly scheduled quantity of the coal value including all other charges as applicable within the stipulated time, the proportionate EMD equivalent to the failed quantity shall be forfeited subject to the provisions of this scheme and its terms & conditions.

14.2 If the successful bidder does not lift the booked quantity within the stipulated validity period, the proportionate security deposit (as converted from the EMD amount) for the un-lifted quantity would be forfeited.

In case of supplies by road, such forfeiture shall be made only if the balance un-lifted quantity is equal or more than a truck load i.e., 9 or 10 tonnes as applicable.

14.3 Such forfeiture, however, shall not be applicable if the coal company has failed to offer full or part of the monthly scheduled quantity of the bidder within the validity period. However, no forfeiture would take place if the balance quantity is less than a truck load or rake load.

14.4 If the buyer cancels the order / rake after booking in any month, the corresponding security deposit as converted from EMD shall be forfeited for the order / rake cancelled.

14.5 In case of failure on the part of consumer / bidder to ensure validity of the documents as per clauses 3.1 resulting in suspension of coal release / lifting due to expiry of validity of any of the documents, corresponding EMD / Security Deposit equivalent to the quantity which could not be released / lifted, shall be forfeited in terms of clause 3.2.

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

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

## **16. General:**

16.1 The coal procured under e-Auction is for the own use of the registered consumer / successful bidder within the country and not for Sale, Transfer or export.

16.2 All terms and conditions of Special e-Auction Scheme shall be subject to force majeure conditions as applicable.

16.3 Bidders must always ensure to keep their email address valid. In any case Buyers will not be absolved from fulfilling their obligations / complying with terms and conditions herein including payment terms due to non-receipt of emails from the Service Provider.

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

16.5 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.

16.6 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.

16.7 Quantities mentioned in notice are only indicative and may undergo a change depending on factors like actual production of coal, bottlenecks in coal transportation etc.

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

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

16.10 While the sale under e-auction is independent both parties shall be entitled to claim and recover from the other any excess or differential tax and statutory levies as provided in clause 9.1.10 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.

16.11 After commencement of coal supply, the statements/documents submitted by the successful Bidders shall be sent to CEA by Coal Companies for verification and confirmation from Central electricity Authority within a period of two months, if the confirmation is not received within the stipulated period supply may be kept suspended till the CEA confirmation is received.

16.12 At the end of every quarter, Coal companies/CIL shall furnish the details of coal lifted by the power plants against the e-auction to the concerned DISCOMs or entities who are having back to back PPA with DISCOMS and shall state that this coal was provided in addition to his regular coal supplies if any and the DISCOMs/PTC/Power Exchange to verify that the power generated/supplied by the Power Plant commensurate with the

coal received by them during the period and confirm to Coal Companies/CIL/TPP. In case it is found that the power supplied is less than the coal supplied they would intimate CIL for discontinuing further coal supplies.

16.13 Successful bidders shall also give an undertaking in the form of Affidavit (As per format at Annexure -III) to the Coal Company/CIL that If at any later stage, it is found that the documents produced were false, misleading or any misinterpretation was made, the defaulting bidder shall be debarred from participating in auction of coal by CIL for next 5 years. Besides the concerned bidder shall be liable for any further civil/criminal action against such misinterpretation or falsification etc

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

In the event of any dispute, Bidder / Buyer is necessarily required to represent in writing to the General Manager (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 will be subject to clarification by CIL, which will be deemed as final and conclusive.

All disputes arising out of this scheme or in relation thereto in any form whatsoever shall be dealt exclusively by way of arbitration in terms of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted at Calcutta at a place to be notified by CIL. The arbitrator shall be appointed by the Chairman and Managing Director, CIL upon written request in this behalf. The award rendered by the Arbitrator shall be final and binding on the parties. The place of arbitration & nomination of arbitrator be varied appropriately in view of the Coal Company involved.

#### **18. Acceptance of Terms & Conditions:**

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

**Annexure-I**

**AFFIDAVIT**

**(On Non-Judicial Stamp Paper of requisite value)**

**(To be executed before Notary)**

**To be furnished for each Unit of the Power Plant separately**

I, \_\_\_\_\_  
Proprietor/Director/Partner/Constituted Attorney/Accredited Representative of The  
Purchaser M/s. \_\_\_\_\_, solemnly  
declare that:

1. That, the Power Plant (Name of the Plant and Unit) is not being able to generate power to its capacity due to shortage in supply of coal including all sources (FSA/MOU, Coal Block, E-auction and Import) and seeks to avail the dispensation for mitigating the short fall through special e-auction being conducted by CIL.

2. We hereby affirm the following particulars regarding the Unit for which registration is being applied.

Sl. No.	Particulars	
1	Name and Address of the Power Plants with Phone/email and Fax	
2	Capacity in MW	
3	Date of Commissioning & COD of the Units/ Being Commissioned	
4	Status of PPA (with regards to the plant/unit for which coal is sought)	
A	Long term PPA (MW) (over 7 years) with date of validity and name of DISCOMS or entities who are having back to back PPA with DISCOMS as the case may be	
B	Medium Term PPA (MW) (between 1-7 years)with date of validity and name of DISCOMS or entities who are having back to back PPA with DISCOMS as the case may be	
C	Capacity which has short-term PPA (up to1 year) or No PPA	

3. that self-certified photocopies of such PPA is enclosed.
4. We undertake, in the event of emerging as a successful bidder we shall be bound to furnish a certificate by the State DISCOM or entities who are having back to back PPA with DISCOMS as the case may stating that the above referred PPA is valid as on date and the date of its expiry.
5. Coal purchased will be for own consumption and for power generation only and would not be resold, transferred or exported
6. that the contents of the foregoing paragraphs of this Affidavit are true to the best of my knowledge and belief.

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

(Deponent)

Dated: \_\_\_\_\_

**VERIFICATION**

I, \_\_\_\_\_, the above named deponent do hereby verify that the contents of the paragraph 1 to 4 are true to my knowledge, nothing has been concealed and no part of it is false.

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

(Deponent)

Seal of Notary

**Annexure-II**

**FORMAT OF COAL RECEIPT FROM DIFFERENT SOURCES BY THE POWER UTILITIES(April-July 2015)**

<b>1</b>	<b>Name of Power Plant with Name of Unit</b>	
<b>2</b>	<b>Address</b>	
<b>3</b>	<b>Capacity of the Unit for which coal is required under special e-auction</b>	

**DETAILS OF COAL RECEIPT FROM DIFFERENT SOURCES(in 000 Mt)**

<b>1</b>	<b>Coal received from Coal Blocks</b>	
<b>2</b>	<b>Coal received from Import</b>	
<b>3</b>	<b>Coal received from normal e-auction</b>	
<b>4</b>	<b>Coal received from FSA/MOUs</b>	
	<b>Total</b>	

**NAME & SIGNATURE OF  
AUTHORISED REPRESENTATIVE  
WITH STUMP AND SEAL**

**Annexure-III**

**AFFIDAVIT**

**(On Non-Judicial Stamp Paper of requisite value)**

**(To be executed before Notary)**

I, \_\_\_\_\_  
Proprietor/Director/Partner/Constituted Attorney/Accredited Representative of The  
Purchaser M/s. \_\_\_\_\_, solemnly  
declare that:

1. that all information and documents submitted are true to the best of my knowledge.
2. that we affirm that if at any stage it is found that the documents produced were false, misleading or any misinterpretation was made, our Plant shall be debarred from participating in e-auction of coal at CIL for next 5 (five) years besides our Plant shall be liable for any civil/criminal action against such misinterpretation or falsification etc.

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

(Deponent)

Dated: \_\_\_\_\_

**VERIFICATION**

I, \_\_\_\_\_, the above named deponent do hereby  
verify that the contents of the paragraph 1 to 2 are true to my knowledge, nothing has  
been concealed and no part of it is false.

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

(Deponent)

**Seal of Notary**