

COAL INDIA LIMITED
MARKETING DIVISION
Ground Floor, Coal Bhawan,
New Town, Rajarhat, Kolkata - 700 156



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No. : CIL/M&S/SHAKTI B(iii) / 2nd round / 1470

Date: 22.09.2020

BY POST/ EMAIL

To
M/s MSTC Limited,
Plot no. CF-18/2, Street No. 175,
Action Area 1C, New Town,
Kolkata - 700156

Subject: Work Order (WO) for engagement of M/s MSTC Ltd. as Auction Service Provider for second round of auction of coal linkages as per para B (iii) of SHAKTI policy dated 22.05.2017.

Dear Sir,

In reference to your offer vide letter no. MSTC/ERO/Coal Linkage dated 09.08.2021, Coal India Limited (CIL) is pleased to appoint you as Auction Service Provider on nomination basis for allocation of coal linkages to power sector for second round of work of Auction of coal Linkages under para B (iii) of SHAKTI policy dated 22.05.2017.

The terms and conditions in respect of the subject Work shall be as follows:

Scope of Work	<p>a) Auction Service Provider shall register prospective bidders and train them to bid online. Registration of bidders shall be one-time and shall remain valid till this work order is in force, unless terminated due to non-performance or breach of any conditions for registration by the bidder(s). A bidder can use one registration for participation in multiple e-auctions under this work order. Registrations made under previous Work Order for B (iii) auction shall remain valid under this Work Order also.</p> <p>b) Auction Service Provider shall also register CIL as Seller in its e-auction website.</p> <p>c) Registration of bidders and seller shall be done in a separate sub domain in the website www.mstcecommerce.com. For such registration both bidder(s) and Seller will be required for filling the application format online in their respective sub domain within Auction Service Provider's system. After online registration, the Seller and bidder(s) will have auto-generated Unique User ID and a Password with which they can log into on Auction Service Provider's web site. Details of registration process with Auction Service Provider will be available on Auction Service Provider's website.</p> <p>d) Bidder(s) must obtain a valid digital signature certificate from a certifying authority to participate in e-auction. No digital signature certificate will, however, be required for the Seller.</p>
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	<p>e) CIL shall provide Auction Service Provider with the source-wise offer along with required details and specific terms and conditions of allocation, if any. CIL shall not amend / alter or modify the details of the source-wise offer after the e-auction for coal linkages is declared open and live. All such amendments /alterations / modifications shall be made prior to commencement of auction and intimated to Auction Service Provider in writing for notifying the prospective bidders sufficiently in advance.</p> <p>f) Auction Service Provider has its standard Special Terms and Conditions of sale of materials and CIL may use the same with modifications in the best interest of the public.</p> <p>g) Auction Service Provider shall arrange publicity of e-auctions through its websites and internet/e-mail. In addition, the system shall notify automatically to all the bidders by e-mail who are registered with the auction website regarding the various notifications, as required by CIL. In case, CIL desires publicity through a particular publication or media, advertisement in local / national leading dailies / Newspapers, the same should be arranged by Auction Service Provider on receipt of written request from CIL and the actual cost of such publication shall be paid to Auction Service Provider by CIL.</p> <p>h) The Auction Service Provider shall make necessary arrangement to receive bid security and process fee from the prospective bidders through its own banking arrangements. The Auction Service Provider shall forward the bid security & process fee amount of the provisionally successful bidders directly to the concerned coal company & CIL respectively. The Auction Service Provider shall refund the bid security & process fee amount of the unsuccessful bidders directly to them.</p> <p>i) Auction Service Provider shall be responsible to conduct the e-auctions in a fair and transparent manner and shall conduct the same as per the program notified in the web site. The date, time and period of e-auction as notified in advance including closing time on portal of Auction Service Provider shall be adhered to except in force majeure situations. Before bidding in the e-auction, the bidder shall agree on-line to accept the conditions put by CIL and the bidder shall also agree on-line to all the other terms and conditions displayed on the website which are relevant to the e-auction.</p> <p>j) On closure of any e-auction, Auction Service Provider will make the system generated Bid Sheet indicating names of the successful bidders, allocated quantity, premium etc. available to CIL and concerned Subsidiary coal companies. At the same time, system generated email will be sent to the successful bidders intimating them about the status. Auction Service Provider shall also make the Bid Sheet and Bid History available in the login of CIL after closure of e-auction. On closure of the e-</p>
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	<p>auction, Auction Service Provider will also submit the bid details in any other format if asked by CIL.</p> <p>k) The Auction Service Provider shall get a security audit done of the web portal designed by it through a CERT.in empaneled agency periodically.</p> <p>l) CIL / Subsidiary coal companies shall issue suitable instructions to the successful bidders and enter into contracts for supply of coal with successful bidders; the Auction Service Provider shall not be a party to such contracts.</p> <p>m) CIL shall be responsible for providing accurate information to Auction Service Provider regarding source-wise offer. Auction Service Provider shall not be responsible for any error or omission made by CIL in providing these details.</p> <p>n) CIL shall have right to view live e-auctions of coal linkages through its User ID and password. However, bidder's name and identity will not be available during the currency of the e-auction</p> <p>o) Auction Service Provider shall ensure that the process of e-auction is smooth and bidders do not face any problem in bidding. However, Auction Service Provider shall not be responsible for any problem at the bidder's end like failure of electricity, loss of internet connection, any trouble with bidder's computer etc. which may inconvenience or prevent the bidder from bidding in any e-auction. In the case of any problem / interruption in service at server end of Auction Service Provider, the Auction Service Provider shall try to rectify the problem at the earliest and restore normalcy of bidding process. Under such conditions, if deemed fit by Auction Service Provider, Auction Service Provider may, in consultation with CIL, extend or alter the schedule of e-auction.</p> <p>p) The Auction Service Provider shall conduct the bidding process in compliance with the Scheme Document prepared & provided by CIL and modified from time to time with in the tenure of this Work Order.</p> <p>q) The Auction Service Provider shall comply with the instructions given by CIL from time to time in relation to the Work.</p> <p>Note: The information, documents and data that will come within the command of Auction Service Provider in course of the Work shall be confidential and the same shall not be used by the Auction Service Provider for any purpose other than the performance of the Work.</p>
Professional Charges	<p>I. On a given day, upto 3 lots (mine or railway siding) should be put up for auction. This will be termed as one auction-day. The schedule of auctions for different lots shall be drawn up by CIL in advance and no auction will start on a day after 6:00PM.</p> <p>II. If on any day, one or two lots can't be auctioned due to extension of lifting in the earlier lot(s), revised schedule for such lot(s) will be taken up after completion of one round of auction. Such fresh auction</p>

	<p>date(s) shall not be treated as separate auction days. In other words, the extra auction day(s) due to extension of bids in the earlier auction day(s) shall not be chargeable by Auction Service Provider.</p> <p>III. Auction Service Provider shall be entitled to a service charge of Rs10,00,000/- per auction-day irrespective of the final outcome of the auctions.</p> <p>IV. GST and other statutory charges shall be payable extra by respective subsidiary coal companies of CIL at the applicable rates.</p>
Time for completion of the contract	This Work Order shall remain valid from the date of issuance of this Work Order till the completion of entire bidding process of second round of auction of coal linkages under SHAKTI B (iii).
Deliverables	The Service Provider shall submit deliverables and other required documents as per scope of work.
Deliverables Accepting Authority	The Auction Service Provider shall submit deliverables and other required documents as per Scope of Work for acceptance of Accepting Authority i.e. Director (Marketing), CIL.
Payment Modalities	<p><i>The payment will be released to the Service Provider as follows:</i></p> <p>I. On a given day, upto 3 lots (mine or railway siding) should be put up for auction. This will be termed as one auction-day. The schedule of auctions for different lots shall be drawn up by CIL in advance and no auction will start on a day after 6.00 PM.</p> <p>II. If on any day, one or two lots can't be auctioned due to extension of lifting in the earlier lot(s), revised schedule for such lot(s) will be taken up after completion of one round of auction. Such fresh auction date(s) shall not be treated as separate auction days. In other words, the extra auction day(s) due to extension of bids in the earlier auction day(s) shall not be chargeable by Auction Service Provider.</p> <p>III. Auction Service Provider shall be entitled to a service charge of Rs10,00,000/- per auction-day irrespective of the final outcome of the auctions.</p> <p>IV. GST and other statutory charges shall be payable extra by respective subsidiary coal companies of CIL at the applicable rates.</p> <p>V. Service charges be payable by subsidiary coal companies within 21 days from the date of receipt of the bills.</p> <p><i>Payment shall be released through e-mode for which necessary details would be submitted by the Auction Service Provider to the Paying Authority as per Appendix-I.</i></p>
Documents for Payment	Invoice in duplicate (original duly stamped and pre-receipted) along with supporting documents for payment on the basis of certification of acceptance of deliverables through letter/e-mail by CIL. The responsibility of payment of GST shall be on the Auction Service Provider. In case the Auction Service Provider fails to deposit the GST, the same shall be recovered from the Auction Service Provider.

	The Auction Service Provider shall raise separate invoice(s) on the respective subsidiary. The service charges of INR 10,00,000/- per auction day plus applicable GST, shall be distributed proportionately on the basis of scheduled number of lot(s) for the respective subsidiary on any auction day. However, the extra auction day(s) due to extension of bids in the earlier auction day(s) shall not be chargeable by Auction Service Provider																	
Paying Authority	General Manager/HOD (Finance) of respective subsidiary company of CIL (ECL/BCCL/CCL/NCL/WCL/SECL/MCL); or , HOD(Finance), North Eastern Coalfields (NEC)																	
Performance Security (PS)	<p>Within ten days of receipt of this Work Order, Performance Security (PS) of INR 1.06 Lacs valid for a period of six months (180 days) from the date of submission of the PS, shall be deposited with CIL.</p> <p>(i) PS should be in any of the following form:</p> <p>(a) Demand Draft drawn in favour of Coal India Limited on any scheduled bank payable at its branch at Kolkata.</p> <p>(b) Bank Guarantee in the prescribed form as given in Appendix-II from a Nationalized/Scheduled Indian Bank</p> <p>The paper BG would be delivered by Issuing Bank to the Beneficiary under Speed Post/Registered Post (AD). Original Bank Guarantee shall be accepted from Issuing Bank only. However, the paper BG would be operative only on receipt of a separate advice through SFMS and confirmed by the Advising Bank (i.e. Beneficiary Bank). The confirmation of issuance of BG through SFMS from Advising Bank shall be obtained through electronically as well as print out of the said message from Advising Bank with seal and signature. The details of Beneficiary for issue of BG under SFMS platform is furnished below :</p> <table><tr><td rowspan="4">Name of Beneficiary & its details</td><td>Name</td><td>Coal India Limited</td></tr><tr><td>Area</td><td>HQ</td></tr><tr><td>Bank Account No.</td><td>000651000038</td></tr><tr><td>Department</td><td>Marketing & Sales</td></tr><tr><td rowspan="2">Beneficiary Bank & Address</td><td colspan="2">ICICI Bank Limited</td></tr><tr><td colspan="2">Rasoi Court, 20 Sir R. N. Mukherjee Road, Kolkata - 700001</td></tr><tr><td>IFCS Code</td><td colspan="2">ICIC0000006</td></tr></table> <p>The above particulars are to be incorporated by the Issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future.</p> <p>Original Bank Guarantee (issued by the Issuing Bank) shall be sent by the Issuing Bank to concerned Department by Registered Post (AD).</p> <p>(ii) The PS shall be returned to the Auction Service Provider without any interest after successful completion of the work.</p>	Name of Beneficiary & its details	Name	Coal India Limited	Area	HQ	Bank Account No.	000651000038	Department	Marketing & Sales	Beneficiary Bank & Address	ICICI Bank Limited		Rasoi Court, 20 Sir R. N. Mukherjee Road, Kolkata - 700001		IFCS Code	ICIC0000006	
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IFCS Code	ICIC0000006																	

Arbitration	All differences or disputes between the parties shall be settled/ resolved amicably. If amicable settlement is not possible, then the unresolved disputes or differences shall be settled through the process as defined in terms of Office Memorandum (OM) No: 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 of the Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises, Government of India, New Delhi as enforced from time to time.
Liquidated damages for delay	In the event of any delay in completion of assignment beyond the scheduled time due to reasons attributable to the Auction Service Provider, an amount equivalent to 0.5% of contract value (fixed fee and GST thereon) for each week of delay or part thereof, subject to a maximum of INR One lac and six thousand (INR 1,06,000) i.e. PS, shall be imposed and the same shall be recovered from the amount payable to the Auction Service Provider by the subsidiary Companies of CIL or from the PS.
Lowest Price Certification	<p>Auction Service Provider shall declare that it is not charging /shall not charge a lower fee than the fee indicated in the Offer letter no. MSTC/ERO/Coal Linkage dated 09.08.2021 applicable for CIL/Subsidiary Coal Companies for performing similar work for any Organization/Ministry/Department of the Government of India or Coal India Limited and/or its subsidiaries or other PSU or any other Private Organization.</p> <p>In case the Auction Service Provider charges a lower fee from any of the entity as above during the tenure of the contract, any subsequent invoice raised by the Auction Service Provider to CIL/Subsidiary Companies will be at the rate at par with the lower rate charged from any of such entity.</p> <p>Certification to the effect that a lower fee is not being charged for similar work from any Organization/Ministry/Department of the Government of India or Coal India Limited and/or its subsidiaries or other PSU or any other Private Organization shall be submitted with all the invoices raised by the Auction Service Provider.</p>
Termination	<p>CIL may at any time, should it deem necessary to do so, terminate this work forthwith by giving written notice to the Auction Service Provider. CIL may also terminate the work for default or failure by the Auction Service Provider of any of the obligations of the Auction Service Provider under the contract, including but not limited to:</p> <ol style="list-style-type: none"> Failure to start work within 10 (Ten) days from the issue of this Work Order. Failure to carry out the services to meet the progress as per the time schedule. Failure to execute the services or any of them in accordance with the Contract to the satisfaction of CIL. Disobedience of any order or instruction of CIL. Negligence in carrying out the services/works or carrying out of services/work found to be unsatisfactory by CIL. Abandonment of the services/works or any part thereof. Substantial suspension of the services/works or any part thereof by the Auction Service Provider for a period of 14 (fourteen) days or more without approval of CIL.

- h) If the Auction Service Provider indulges in any activities which would either defeat the purpose of this Work Order or which would adversely affect the interest of CIL and/ or Government of India in any manner whatsoever.
- i) If there is change in the constitution of the company or in the circumstances or organization of the company, which is detrimental to the interests of CIL.
- j) Dissolution of the Auction Service Provider or commencement of liquidation or winding-up (whether voluntary or compulsory) of the Auction Service Provider or appointment of a receiver or manager of any of the Auction Service Provider's assets and/or insolvency of the Auction Service Provider (if a sole proprietorship or of any partner of the Auction Service Provider (if a firm).
- k) If the Auction Service Provider assigns or attempts to assign his interest on any part thereof in the contract.
- l) If the Auction Service Provider does not fulfill or violates the confidentiality requirements.
- m) If the Auction Service Provider is working against the interests of CIL/Coal companies and the work.
- n) Failure to engage required manpower for the work.

In case of violation of confidentiality obligation of the Auction Service Provider shall be liable to pay unliquidated damages.

Performance Security will be forfeited in the case of termination of the contract. In the event of termination of the contract pursuant to above, Auction Service Provider shall carry out any reasonable instruction of CIL in connection-with such termination. Termination of this contract shall not relieve either party of their obligations under the contract with respect to the work performed by either party prior to such termination.

You are requested to send your acknowledgement of receipt of this Work Order confirming its acceptance.

Enclosures: As above

Yours faithfully

GM (M&S-Comm.)

22/9/2021

Copy to:

- 1) Director (Technical) CIL: For kind information please.
- 2) Director (Marketing) CIL: For kind information please.
- 3) Director (Finance) CIL: For kind information please.
- 4) Director in Charge (Marketing), ECL/BCCL/CCL/NCL/WCL/SECL/MCL
- 5) Director (Finance): ECL/BCCL/CCL/NCL/WCL/SECL/MCL
- 6) TS to Chairman, CIL
- 7) GM (Vigilance), CIL
- 8) GM (Legal), CIL
- 9) GM (M&S-Operations), CIL
- 10) GM/HOD M&S - ECL/BCCL/CCL/NCL/WCL/SECL/MCL/NEC
- 11) GM/HOD (Finance)- ECL/BCCL/CCL/NCL/WCL/SECL/MCL/NEC
- 12) HOD (Finance-M&S), CIL