विस्तृत नीलामी सूची / Detailed Auction Catalogue

Auction Number:	MSTC/BBR/ODISHA COAL AND POWER LIMITED/4/BHUBANESWAR/25-26/10405 [507559]
Auction Type:	U - Price Quantity
Inspection Schedule:	18-05-25 **to** 29-05-25
Scheduled Auction Start Date and Time:	30-05-25 13:00:00
Scheduled Auction Close Date and Time:	30-05-25 14:00:00
Actual Auction Close Date and Time:	-
Auction Status	Not Activated
Upload Docs Required:	No
Pre-Bid EMD:	Item Wise EMD
Currency:	INR
Post Bid EMD to be deposited in:	Days from date of Acceptance of the Lot unless otherwise specified in the catalogue.
Full Payment/Balance Payment to be deposited in:	Days from date of Acceptance of the Lot unless otherwise specified in the catalogue.

Seller Address:	BHUBANESWAR, ZONE A,GROUND FLOOR, FORTUNE TOWER,CHANDRASEKHARPUR, BHUBANESWAR-751023, INDIA
Seller email address:	a.kanungo@ocpl.org.in
Contact Person:	AYASKANT KANUNGO
Telephone Number:	06742300654
Seller Account Details (if payment is to be made directly to seller):	
Bank Name:	UNION BANK OF INDIA
Branch:	LCB, Bhubaneswar
A/c No:	380805010000246
IFS Code:	UBIN0579289

एमएसटीसी अधिकारी का विवरण / MSTC Officer Details:

Name & Designation of Officer One	Name: Mahesh Ramavath[-] Email: rmahesh@mstcindia.co.in Phone: 8801281004
Name & Designation of Officer Two	Name: Mahesh Ramavath[-] Email: rmahesh@mstcindia.co.in Phone: 8801281004
MSTC Helpdesk Details	07969066600 ; helpdeskho@mstcindia.in

व्यवस्थापक सूचना / Admin Information:

EMD% in case of Lots in STA	10.0%

MSTC Service Charge (%)	At Source: Yes 0.00000% (including GST)
Transaction Fee	N
RCM Auction	
TDS	0.0%
TCS on GST	N
ITTDS	.1%
MSTC Work Up to	BS
Bid Validity	180 DAYS
Auction Processing	Created By: deobbr4 Time: 2025-05-17 16:34:21 Verified By: mramavath Time: 2025-05-17 18:02:44 Last Edited By: mramavath Time: 2025-05-19 11:04:08

E-auction bids are invited for sale of below listed items on 'As is where is', 'As is what is' and 'no-complaint' and 'Caveat Emptor' basis.

लॉट विवरण / Lot Details:

Lot Details	Lot Description	Lot Parameters	Other Details	Lot Documents
Lot No - 1 Lot Name - G-14 Grade Coal Linkage Product Type - Coal Category - Coal Linkage	Short term linkage sale of G-14 Grade Coal Grade Band: G-14 (GCV: 3101-3400 Kcal/Kg) Pre Bid EMD: Rs. 150/- per MT The starting price for the premium offered by the bidder, above the base price of Rs.1010/- is Rs. 1/- per MT. Premium Price increment: Rs. 5/- per MT or in multiples thereof. Bidders are required to quote the desired annual quantity and the premium price in Rupees per MT, over and above the base price of Rs. 1010/- per MT. Mode Of Transportation : Road Pre Bid EMD has to be deposited using PAY PRE BID EMD link available in buyer login dashboard	Quantity - 1000000.0 MT Start Price in INR - 1 Bid Increment in INR - 5.0 Post Bid EMD % - 10.0 EMD High - 400.0 EMD Low - 2.44 TCS (%) - 1.0	GST (%) - 5.0% Lot Location - Manoharpur Coal Mine, Hemgir, Sundergarh, State :Odisha Lot State - Odisha Bid Valid Till - - **Pre-Bid EMD Amount - Rs 0**	No document Uploaded

Total number of Lots in this Catalogue = 1

(All % indicated are percent of Basic Material Value i.e. Rate as per Sale Intimation Letter*Lot Quantity)

नियम पुस्तिका विवरण / Rule Book Details:

Sl.No.	Unit	Min Booking	Multiple	Threshold
1	MT	200000	50000.0	200000.0

एमपीक्यू विवरण / MPQ Details:

Sl.No.	Lot No	Unit	Con.	MAX	EMD	Incr 1	Incr 2
1	1	MT	1.0	0.0	150.0	5.0	5.0

ALL CONTRACTS/TRANSACTIONS ENTERED INTO BY THE BUYER/BIDDER ARISING OUT OF THIS E-AUCTION SHALL BE GOVERNED BY THE INTEGRITY PACT AVAILABLE ON OUR WEBSITE, www.mstcindia.co.in.
#For any discrepancy in the lot name/ description/location mentioned above, e-auction notice attached in the PDF format may be referred & same shall be final#
Having GST registration is mandatory for the bidders to participate in the E-Auction. Post-auction, if the successful Bidder fails to provide his GST registration certificate, Their EMD would be liable to be forfeited.
Contact Person at MSTC: Mr. Ramavath Mahesh,Manager, Ph:-0674-2544199, 8801281004, Mail Id: rmahesh@mstcindia.co.in
1. PLEASE NOTE:
B. THE AUTO-EXTENSION OF CLOSING TIME FOR THE E-AUCTION IS 8 MINUTES.
C. Quantity & lot size: The Lot size shall be of 200000 MT each. The intending bidders can bid for 200000 MT or any quantity multiple of 50000 MT.
D. METHODOLOGY FOR PROVISIONAL ALLOCATION OF QUANTITY: PROVISIONAL Allocation of quantity will be carried out by the e-auction software on descending order of bid price on following basis only if the bids are more than the reserve price/upset price:
i) First preference is given to the highest bid price.
ii) If the Highest bid price is for a Part quantity of any lot, then the balance quantity will be allotted to H2,H3, H4,... bidders till the balance quantity gets exhausted.
iii) If two or more bidders bid for the same price, then the preference for allocation is given to the bidder who BIDS FOR HIGHER QUANTITY.
iv) If two or more bidders bid for the same price and same quantity, then preference for Allocation is given to the bidder who placed the bid earlier.
v) Bidders may be allotted less quantity depending on allocation by the system. For removal of doubts, it is clarified that a bidder may be allocated any quantity less than his bid quantity depending upon the allocation methodology of the system and such allocated quantity will be binding on the bidders.
E. This sale is also governed by

GENERAL TERMS AND CONDITIONS

BUYER SPECIFIC TERMS AND CONDITIONS

&

SPECIAL TERMS & CONDITIONS (STC)

02. Pre Bid Earnest Money Deposit (EMD) : The MSTC Ltd shall collect pre-bid non-interest bearing EMD from the prospective bidders to enable them to participate in the e-auction. The EMD amount shall be displayed lot wise for each lot against respective grade. The pre-bid EMD amount needs to be paid by the participating buyers through MSTC's e-commerce portal through below mentioned link provided in the buyer account.

In order to participate in bidding for lots which require pre bid EMD, the bidder is required to have sufficient balance in the EMD wallet provided to the bidder for the purpose. A bidder can add money to its EMD wallet anytime through e-payment mode only and by following the link Pay Pre Bid EMD provided in the dashboard. Bidders in their own interest are advised to keep sufficient balance in their EMD wallet to bid in any auction and avoid any last minute hiccup. MSTC/Seller shall not be responsible for any delay in crediting of the money in MSTCs bank account due to any reason resulting in delay in updating the EMD wallet of the bidder. Bidders after successful login will get three new links at their homepage as: Pay Pre Bid EMD, EMD Refund Request and EMD Ledger.

Pre-Bid EMD must be paid by the bidder (NEFT/RTGS) through "Pay Pre-Bid EMD " link. The buyer should check the EMD Ledger link after making the payment and the same amount should be reflected in this link. For Refunds, Bidders need to request through the link EMD Refund Request. Refund to bidder as per their online request will also be processed on the next working day.

of the bidder.
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Pre-Bid EMD must be paid by the bidder (NEFT/RTGS) through "Pay Pre-Bid EMD " link. The buyer should check the EMD Ledger link after making the payment and the same amount should be reflected in this link. For Refunds, Bidders need to request through the link EMD Refund Request. Refund to bidder as per their online request will also be processed on the next working day.

PROCEDURE FOR MAKING PRE-BID EMD PAYMENT:

STEP1	**Log in with your Buyer User ID and Password at:** **https://www.mstcecommerce.com/auctionhome/index_new.jsp**
STEP2	**Click on the Pay Pre-Bid EMD link.**
STEP3	**Choose the bank (BOB/Axis Bank/SBI) to generate the MSTC Fixed Account Number for NEFT/RTGS payment of the Pre-Bid EMD, then click GENERATE MSTC FIXED ACCOUNT NO.**
STEP4	**Make the Pre-Bid EMD payment using NEFT/RTGS to the Fixed AccountNumber generated for the logged-in buyer.** **If the EMD ledger is not updated with your payment by the next day, please send the transaction details to: globalemd@mstcindia.co.in**
Important Note	***Each bidder has been assigned a specific Virtual Account number. Same can be re-used by the bidder any number of times. Only the amount needs to be changed by the bidder while making the payment (based on their requirement).*** ***When a bidder clicks on the Pay Pre-Bid EMD link, they are redirected to a page where they can generate a Fixed VAN. Currently, MSTC offers this service through three banks: Bank of Baroda, Axis Bank, and SBI.*** ***Bidders can generate VANs for one or more of these banks and add them to their beneficiary list for future pre-bid EMD payments. They can make multiple transfers using the same Virtual Account Number without needing to generate a new challan or add a beneficiary each time. Additionally, the IMPS payment mode allows for instant credit and automatic buyer ledger updates.*** ***Each bidder receives unique Virtual Account Numbers for Bank of Baroda, Axis Bank, and SBI. This Fixed VAN facility is exclusively for Global Pre-Bid EMD payments***

The EMD should be deposited with MSTC . The EMD amount should commensurate with the bidding quantity. The bidding shall no way exceed the quantity for which EMD is deposited by the buyer. For Refunds, Bidders need to request through the link EMD Refund Request. Refund to bidder as per their online request will be processed on the next working day.

NO OTHER MODE OF PAYMENT SHALL BE ACCEPTED.

BOTH TRADERS & END USERS SHALL BE ALLOWED TO TAKE PART IN THE E-AUCTION

CLICK HERE FOR RFP

Auction Creation Completed

Catalogue Verified

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REQUEST FOR PROPOSAL/E-AUCTION NOTICE FOR
SHORT TERM LINKAGE SALE OF ONE MILLION TON OF COAL PER ANNUM

NIT No: OCPL/199/2025
Date: 18/05/2025

ODISHA COAL AND POWER LIMITED
(A GOVERNMENT OF ODISHA COMPANY)

CORPORATE OFFICE: Fortune Towers, Fourth Floor, Chandrasekharpur-751023, Bhubaneswar, Odisha
SITE OFFICE: Samanwaya Bhawan, Manoharpur, Sundargarh - 770013 Odisha.

Odisha Coal and Power Limited
OCPL

LETTER OF INVITATION

DATE: 18/05/2025

To

Dear Madam/ Sir,

ODISHA COAL AND POWER LIMITED. (hereinafter called "Seller") seeks to select a Manufacturing/ Power producing industry/Traders for **"Short Term Linkage Sale of one Million Ton + 20% Coal per annum through e-auction at a Floor Price of Rs. 1010 per ton"** (Hereinafter called "Work"), under this proposed Contract for which this Request for Proposal (RFP) is issued.

On behalf of the Seller, the Chief Operating Officer now invites Proposals from manufacturing/ power producing industries/ traders to sale coal through e-auction on MSTC platform. The buyer will be selected as per procedure laid down in this RFP, in accordance with the policies of the Seller.

Bidder's may download the RFP from the website from 18th May 2025 onwards.

Thanking You,

Yours sincerely,

Chief Operating Officer
Odisha Coal and Power Ltd.,
Fortune Towers (Fourth Floor), Chandrasekharpur
Bhubaneswar, Odisha-751023,
Tel – 0674 – 2300964,
Email: contracts@ocpl.org.in

INSTRUCTIONS TO BIDDERS

DISCLAIMER.

The information contained in this RFP or provided subsequently to the Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the OCPL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the OCPL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the OCPL in relation to the Project. Such assumptions, assessments, statements and information contained in this RFP may not be complete,accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of satisfactory requirements and should not be regarded as a complete or authoritative statement of law. The OCPL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The OCPL, its employees and advisors make no representations or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP.

The OCPL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The OCPL may, in its absolute discretion but without being under an obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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BACKGROUND

Odisha Coal and Power Limited (OCPL) is a company incorporated under the Companies Act 2013, India. OCPL is a Government company as defined by Section 2(45) of the Companies Act, 2013 and was formed as a joint venture of Odisha Power Generation Corporation Limited (OPGC) and Govt. of Odisha. This joint venture company was created with an objective to develop and operate coalmines and cater the fuel requirements of OPGC power plants.

OCPL has been allocated the Manoharpur Coal Block, comprising Manoharpur and Dip-Side of Manoharpur sections. Coal production started in the year 2019-20 and at present the production capacity of Mine is 16 MTPA.

REQUEST FOR PROPOSAL

In the present Financial Year 2025-26, OCPL has the target to produce 16 MTPA Coal of G-14 Grade, from Manoharpur Coal Mines. OCPL is supplying Coal to Odisha Power Generation Corporation (OPGC), Ib Thermal power plants for their Unit-1,2,3 &4. After meeting the Coal requirement of these units, the surplus Coal are being auctioned at present using MSTC auction portal.

Through this RFP, OCPL intends to sale Coal to Manufacturing/ Power Producing Industries/ traders on short term basis over a period three years which can be extended further for one (01) million tonne coal per annum till commissioning of Unit-5 & 6 of OPGC on mutual consent. To participate in the tender, the bidder/bidders are required to participate in the e-auction process to be conducted on MSTC auction portal : (https://www.mstcecommerce.com/auctionhome/mstc).

MINE DESCRIPTION

The information in this section is provided for the general guidance of the Bidders.

Registered office	Odisha Coal and Power Limited, Zone-A, Fourth Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar-751023
Address of the Mine	Manoharpur Coal Mines Tehsil – Hemgir, Manoharpur Dist-Sundargarh Odisha.
Location of the Mine	latitude 21° 55' 52.168" to 21° 58' 16.871" N and longitude 83° 44' 41.287" to 83° 47' 42.750
How to reach	Road – Belpahar on NH-200 is 25 km from Hemgir Rail - Kanika/Hemgir Station – 12 km from Hemgir Air Port – Nearest Airport is Jharsuguda/ Bhubaneswar.
Nearest Siding	ACB Siding (about 22 kms)

A INSTRUCTION TO BIDDER

1. OBJECTIVE:

OCPL (Odisha Coal and Power Limited) is a State PSU of Government of Odisha, operating Manoharpur Coal Mine in Sundargarh District of Odisha. OCPL intends to sell its surplus coal of **one (01) million ton +20% per annum** in the open market through e-Auction mode commensurate with applicable guidelines of Govt. of India for captive coal blocks.Through this e-Auction, OCPL intends to sale coal to manufacturing/power producing industries/traders. The declared grade of coal for Manoharpur Coal Mines is G-14.

2. ELIGIBILITY REQUIREMENT:

The Bidder must be a Manufacturing Plant/ Power Producing Industry/ trader having its set up in India.

3. AUCTION SCHEDULE

Issue of RFP	18/05/2025
Last date of download of the document	24/05/2025
Site inspection	18/05/2025 to 23/05/2025
Pre-bid meeting	26/05/2025 (Indicative)
Last Date of Registration for E-Auction with MSTC (Indicative)	29/05/2025
Date of E-Auction (Indicative)	30/05/2025
Signing of MoU (Indicative)	06/06/2025 (Indicative)

4. REGISTRATION OF BIDDER FOR E-AUCTION:

1. Before participation in the e-Auction, a prospective bidder shall be required to get registered with the website https://www.mstcecommerce.com/auctionhome/ocpl/index.jsp of MSTC Limited by submitting an application in the prescribed format available on the MSTC website along with applicable registration fee. Registration can be done online only. During the registration process, the bidder's email and mobile number shall be validated through OTP (One Time Password).
2. After the registration, all-prospective Buyers will have a self-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 the MSTC website.

5. PRE BID EARNEST MONEY DEPOSIT:

1. All interested registered buyers shall be required to deposit in advance non-interest bearing EMD of Rs.150 per Ton for G-14 grades of coal. Quantity of lot shall be as per Clause No. B.2 of the RFP.
2. The buyers shall deposit the non-interest bearing EMD with MSTC so as to enable them to participate in the e-auction process.
3. The EMD amount needs to be paid by the participating buyers through MSTC's e-commerce portal.
4. In order to participate in bidding for lots which require pre bid EMD, the bidder is required to have sufficient balance in the EMD wallet provided to the bidder for the purpose.

5. A bidder can add money to its EMD wallet anytime through e-payment mode only and by following the link Pay Pre Bid EMD provided in the dashboard.
6. Bidders in their own interest are advised to keep sufficient balance in their EMD wallet to bid in any auction and avoid any last minute hiccup.
7. MSTC/Seller shall not be responsible for any delay in crediting of the money in MSTC's bank account due to any reason resulting in delay in updating the EMD wallet of the bidder.
8. Pre-Bid EMD must be paid by the bidder (NEFT/RTGS) through "Pay Pre-Bid EMD" link. The buyer should check the EMD Ledger link after making the payment and the same amount should be reflected in this link.
9. For Refunds, Bidders need to request through the link EMD Refund Request. Refund to bidder as per their online request will also be processed on the next working day.

6. BIDDING PROCESS:

1. The bidder/bidders who have deposited EMD with MSTC (as per clause 5 above) shall be allowed to participate in the bidding process.

2. E- auction shall be carried out on M/S MSTC Portal (https://www.mstcecommerce.com/auctionhome/mstc) from the predefined premium on floor price of **Rs. 1010 per ton as "Start Price"**.

3. On the notified date and time, e-auction shall commence. Upon commencement, all Bidders will be able to see the start price (base price) of auction which will be the incremental price in Rupees (Re. 1) over and above the floor price. Taxes and other charges as per RFP shall be extra.

4. Bidders will be able to submit a price with increment of Rs 5 per ton or multiple thereof as premium.

5. The base coal price shall be on FOR/FOB colliery basis, exclusive of other charges like statutory levies, surface transportation charges, sizing/beneficiation charges, reserve price, 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.

6. The Bidder shall be able to bid equal or higher than to the Start Price in multiples of the increment.

7. A Bidder can continue to revise its bid till the auction ends. However, the Bidder cannot quote /bidequal to the last bid.

8. Validity of bids: The bid submitted in the e-auction shall be firm and valid for the agreement period as mentioned in the terms of Memorandum of Understanding (MoU).

9. Any change in the authorized person (i.e., the person authorized to participate in the e-auction process on behalf of the Bidder) shall be communicated to OCPL with name and details.

10. The auction will be open to all the registered bidders with MSTC for this forward e-auction. The auction will start at 1PM and will close at 2PM on 18th May 2025 (indicative). The specified closing time of the e-auction will undergo auto extension of 8minutes. If any Bidder quotes within 8 minutes before closing time, the closing time will be extended automatically for another 8 minutes and so on till 8minutes' idle time elapses from the last bid. The base price of auction will be decided by OCPL. Thesuccessful bidder will be declared by MSTC after the elapse of the closing time.

11. OCPL shall not be liable for any interruption or delay in accessing the MSTC portal irrespective of any cause. In such cases, decision of OCPL shall be binding on the Bidders.

12. If the Bidder or any of its representatives are found to be involved in price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other Bidders, OCPL, at its solediscretion, shall debar the Bidder from the e-auction participation also.

13. The Bidders shall quote from their own offices/ place of their choice. Internet connectivity shall have to be ensured by Bidders themselves.

14. OCPL shall not be responsible for any direct / indirect / consequential losses / damages, on account of systems problems, inability to use the system, loss of electronic information etc.

15. Apart from the participating Bidders, the e-auction shall be visible, while in progress, to authorized officials of OCPL, who will be monitoring the process.

16. OCPL reserves the rights to extend or reschedule or cancel or re-conduct the e- auction. No Bidder can claim any kind of compensation on account of the same.

17. OCPL may, in its sole discretion, amend the terms and conditions of the bidding process at any stage of the process.

18. Same and except as provided in the RFP, the OCPL will not entertain any correspondence with theBidders with respect to annulment of the bidding process or amendment of the terms and conditions of the bidding process.

7. POST E-AUCTION PROCESS:

1. Each successful bidder will be intimated through e-mail by MSTC Limited 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.

2. The successful bidders after the e-Auction, will be required to sign Memorandum of Understanding (MoU) with OCPL within a period of seven (07) calendar days (Excluding the date of closing of e-auction) after the date of closing of e- Auction.

3. Equivalent amount of EMD of successful bidder corresponding to successful bid quantity, shall be blocked and will be transferred to OCPL by MSTC Limited along-with the sale order in respect of successful bidders.

4. **Refund of EMD for Unsuccessful bidders**: In case of unsuccessful bidders, EMD shall be refunded by MSTC Limited after the auction is over, on the bidder's request.

5. After execution of MoU, bidders shall comply the terms and condition of MoU immediately.

8. FORFEITURE OF EMD:

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

1. If after completion of e-Auction, a successful bidder fails to execute agreement (MoU) with OCPL within the stipulated time as per clause 7 (2), the EMD shall be forfeited and/or

2. If the successful bidder fails to comply with the terms and condition of MoU at any stage during the period, the EMD shall be forfeited.

9. DISPUTE RESOLUTION DURING E-AUCTION

In the event of any dispute, Bidder/Buyer is necessarily required to represent in writing to the CEO of OCPL, who will be the final Authority to decide on the disputed matter and would deal with the same in a period of one month from the date of receipt of such representation. Thereafter, if required the matter may be determined by CEO, OCPL. Any interpretation of any clause of this will be subject to clarification by OCPL, which will be deemed as firm and final. All disputes arising out of this scheme, or in relation thereto in any form whatsoever shall be dealt exclusively by way of arbitration in terms of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted at Bhubaneswar at a place to be notified by OCPL. The arbitrator shall be appointed by the CEO, OCPL upon written request in this behalf. The award rendered by the Arbitrator shall be final and binding on the parties.

10. JURISDICTION:

For all disputes whatsoever, Court at Bhubaneswar shall have exclusive jurisdiction.

11. BLACKLISTING

The Seller and/or MSTC reserve the right to black-list, debar any bidder/buyer due to any act of omission or commission or fraudulent acts indulged or caused to be indulged by such bidder/buyerin the course of bidding process and/or in the execution or performance of Contact/MoU whichmay be awarded to the bidder/buyer pursuant to the e-auction, provided however, that the Seller and/or MSTC shall be obliged to allow an opportunity of being heard to such bidder/buyer before any order of black-listing/debarment could be passed. Any such order of black listing/debarment that may be passed by the Seller and/or MSTC shall be without prejudice to other right of actions available to the seller and/or MSTC against the bidder/buyer under the e-auction terms andconditions.

B TERMS AND CONDITION OF MEMORANDUM OF UNDERSTANDING (MoU)

A Memorandum of Understanding (MoU) shall be signed between OCPL and successful bidder (after e-auction) and both party shall comply with the terms and condition mentioned underneath.

1. PERIOD OF SUPPLY:

a. The MoU signed with the successful bidder shall, unless terminated in accordance with the terms hereof, remain in full force for a period till 31.03.2026 and extendable by two years from 01.04.2026 for the additional 1 MTPA with the same terms and conditions subject to approval of the competent authority of OCPL.
b. The successful bidder shall commence the lifting of coal immediately within 10 days from the MoU date.
c. The MoU can be extended by the Parties on mutual agreement till commissioning of Unit-5 & 6 of OPGC.

2. QUANTITY:

a. **One Million Tonne+20% of coal shall be lifted by the buyer till 31.03.2026. For FY 26-27 and FY 26-28, one Million Tonne shall be lifted each year subject to approval of competent authorities of OCPL.**

b. The above quantity shall be divided into Monthly Schedule Quantity (MSQ). Schedule of MSQ shall be conveyed to OCPL by the Buyer after execution of MoU.

c. Seller shall issue delivery order of MSQ after receipt of payment of coal value for the month.

d. Buyer is bound to lift the MSQ to avoid forfeiture of EMD submitted as per clause no. [6.c].

e. The Buyer shall submit the program of lifting through Trucks (road mode) pursuant to schedule mentioned in Clause no. (5.b below) and shall comply with all requisite formalities, rules and procedures for lifting of coal through road mode. The buyer shall make its own arrangement to lift the coal along with the necessary permit and clearance required for the same from the appropriate authorities.

3. TRANSFER OF TITLE OF COAL:

Once the Coal is loaded at the Delivery Point (Mine end) by the Seller, the title and risk of loss of Coal shall stand transferred to the Buyer. Thereafter, the Seller shall in no way be responsible or liable for the security or safeguard of the Coal so transferred. The Seller shall have no liability beyond the Delivery Point, including towards any freight or transportation costs, quantity or GCV losses and any diversion Trucks/road transport en-route, for whatever causes, by road transporter or any other agency.

4. QUALITY OF COAL:

a. The quality of the Coal to be supplied from the Coal Mine of the Seller shall be as per declared grade (Grade-14) in e-auction.

b. Seller shall endeavor to maintain monthly weighted average GCV of Coal in the range of 3101-3400 Kcal/Kg on equilibrated basis.

c. Joint/third party quality sampling (Optional) at Delivery Point and analysis at OCPL laboratory will be extended to the Buyer.

d. The Third Party Agency shall be appointed by seller (or existing TPA of seller) with intimation to Buyer/Mine operator. TPA shall be any Government accredited Body/Govt. Institution of India.

e. **Third Party Sampling (Optional) :**

- The optional Third Party Sampling/Joint sampling and analysis shall be carried out at the Coal Mine end in accordance with the procedure for third party sampling as per Annexure-1.
- Third party sample collection, preparation and analysis shall be witnessed by Seller and Buyer.
- Failure of the Buyer to be present in sampling and analysis will not invalidate or be a ground for disputing the sampling and analysis carried out by the Seller's TPA.
- If for any reason whatsoever, the third party joint sampling and analysis cannot be conducted in accordance with the procedure mentioned in Annexure-1, the said consignment will be treated as delivered with declared grade (i.e. G-14).
- 50% share of the cost of third party sampling and analysis shall be borne by the Buyer. Seller shall raise the invoices on the expenses made towards the cost of third party sampling/analysis.
- Sampling and analysis shall be done on daily basis as per the procedure detailed in Annexure-1. Result of analysis shall be shared by TPA to seller and Buyer.
- In case the Analyzed weighted average Equilibrated GCV of Coal dispatched during any calendar

month is G-14 (3101-3400 Kcal/kg), then there is no Credit/Debit note on either party. In case the Analyzed weighted average Equilibrated GCV of Coal dispatched during any calendar month is lesser/greater than G-14 grade, then the day wise GCV of coal will be considered for calculating the Debit/Credit amount for the month.

- Seller shall endeavor to maintain (-) 100mm size of coal and free from foreign material such as stone etc.

5. TERMS OF PAYMENT:

a. The successful bidder shall deposit advance payment of coal value against Monthly Scheduled Quantity (MSQ), as per the payment schedule notified by the Seller. The monthly advance payment made by the Buyer shall be non-interest bearing.
b. The payment schedule pursuant to the above clause shall be within 10 Calendar days after MoU date for the first month and before 7 Calendar days prior to the start of remaining months.
c. The seller at its sole discretion may revise the payment schedule.
d. The successful bidder shall submit consent along with the advance payments made by Buyer, in respect of order booking/allocation to lift coal through road (trucks).
e. All the payments to the Seller shall be made within Payment Due Date, through demand draft /electronic fund transfer payable to OCPL at Bhubaneswar. Only after receipt of payment the seller shall issue delivery order (DO) with detail program and terms and condition for lifting of coal. In the event of non-payment of monthly advance amount as prescribed in this Agreement, the Buyer shall not issue DO and money will be forfeited from EMD.
f. Debit note/credit note raised on monthly basis after receipt of Analysis Result from TPA in accordance with the clause no. 4 (e) shall be settled within 15 Calendar days by either party or else interest shall be charged as per Clause no. (9)
g. Statutory dues payable to the State/Central Govt. on account of Grade variation and as demanded by the concerned authorities shall be payable by the successful bidder.
h. Additional royalty, if any, payable on account of revision of NCI price shall be payable by the successful bidder.
i. Reconciliation/Adjustments:
   - All payments made against Monthly Bills and other bills (credit/debit Note) shall be subject to quarterly reconciliation at the beginning of the immediate succeeding quarter and final reconciliation at the end of the agreement period to take into account Coal supplied to Buyer, payment made to seller, or any other adjustment as provided under RFP/subsequent Agreement; and
   - Upon all data in respect of any quarter or a full Term as the case may be being finally verified and adjusted, Seller and Buyer shall jointly sign such reconciliation statement. In this regard the decision of seller shall be final.
   - Upon signing of a reconciliation statement, credit note/debit note shall be raised by seller or Buyer as the case may be, if any, for the relevant quarter/ Term. This credit/debit note shall be settled by either party within a 30 Calendar day or else interest shall be charged as per Clause no. (9).

6. SECURITY DEPOSIT/EMD:

a. Earnest Money Deposit (EMD) deposited by the Buyer in e-auction shall be converted into security deposit. The Buyer shall maintain this Security Deposit for the initial agreement period and extended period if applicable.
b. The EMD deposited by the successful bidder will be liable for forfeiture in the following cases:

- If the Buyer fails to make "monthly advance payment" for the coal value of MSQ including all other charges within the stipulated time in accordance with the provision of this RFP/ subsequent agreement, the proportionate EMD (@ Rs.150/- per tonne) equivalent to the failed quantity shall be forfeited and/or if the Buyer does not lift the booked quantity within the stipulated validity period, the proportionate Security Deposit @ Rs.150/- per tonne (as converted from the EMD amount) for the un-lifted quantity would be forfeited.
- 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.
- Such forfeiture, however, would not take place due to factor like actual production of coal, requirement of captive power plant, bottlenecks in coal transportation, loading & siding issues etc. In such cases, OCPL may allow the Buyer to lift the balance quantity in succeeding months. The decision of OCPL in this regard is final and binding.

c. Buyer may lift the un-lifted quantity of any month in succeeding months.
d. Buyer shall replenish the deficient amount of EMD/Security deposit within 7 Calendar days of the receipt of notice from seller after the reconciliation.
e. The balance EMD/Security Deposit (if any) shall be refundable or returned to the Buyer at the end of the Term, subject to settlement of all outstanding dues and claims of Seller under the Agreement signed. The settlement of EMD/Security shall be done within 60 days after submission of reconciliation statement signed by Buyer and acknowledged by seller for the delivered quantity and payment made by Buyer including forfeited amount of EMD/Security deposit.

7. PRICE OF COAL:

a. The price of coal per tonne to be paid by the Buyer with respect to the Coal delivered shall be computed on the basis of the following formula:
As Delivered Price of Coal = [Base Price Plus the Winning Premium] + Other charges+ applicable taxes, statutory payments and levies.
b. The Winning Premium shall remain constant during the tenure of the MoU. Buyer shall pay the "*As Delivered Price*" of Coal to the Seller in INR per tonne for the Coal delivered pursuant to the Agreement.
c. Other charges like surface transportation charges (Rs.109/T), sizing/beneficiation charges (Rs. 87/T) and Evacuation Facility Charges (Rs.60/T), User Fee (Re. 1/T), Reserve Price (Rs. 140.45/T) are fixed during the Term of the Agreement unless and otherwise revised by the concerned authority. In case of supplies through Rail/MGR, additional charges over and above the fixed other charges will be applicable.
d. Taxes and Levies includes royalty, DMF, NMET, Additional Royalty, GST Compensation cess, User fee, Reserve Price & any other taxes/levies etc. as will be applicable at the time of delivery.

8. MODALITIES OF CLAIM:

a. Each month, the Seller shall issue to the Buyer a signed Monthly invoice for the immediately preceding month (Monthly Bill) on the basis of declared grade of Coal.
b. Each Monthly Bill shall include details of the day wise delivery of Coal specifying the quantity of the declared grade of Coal.
c. The final adjustment based on analysed GCV/Moisture shall be required to be done on monthly basis. The excess payment / recovery shall be effected by way of credit/debit notes pursuant to clause no. 5 (i).
d. It is clarified that for the purposes of sampling invoice, samples collected as per Annexure-1 shall be considered.

e. The credit/debit note raised after quarterly or final reconciliation of Monthly Bills shall be settled pursuant to clause no. 5(i).
f. If the National Coal index price changes for a particular month during the lifting of the Coal, the taxes and duties will be adjusted proportionately by both purchaser and seller.

9. INTEREST:

a. With respect to default in making any payment due in terms of this RFP/subsequent Agreement by Buyer to the seller, the Buyer shall be liable to pay Interest at the Interest Rate on the total sum outstanding and for the period the payment has remained over due from the relevant due date.
b. Interest Rate" shall mean the repo rate of the Reserve Bank of India as applicable on the due date of payment/adjustment plus three percent (3%).

10. CHANGE OF LAW:

a. If any Change of Law occurs, the compliance of which affects or is likely to affect the costs and expenses incurred by the Seller in the performance of this Agreement, the Seller shall be entitled to seek an equitable adjustment to the "*As Delivered Price*" of Coal (including all charges and levies noted in Clause 7) from the effective date of such change and/or the terms of this RFP/ subsequent Agreement to put the Seller back in the same financial position it would have been had the Change of Law not occurred. The Seller shall support its claim for adjustment to the "*As Delivered Price*" of Coal (including all charges and levies noted in Clause 7) and/or the terms of this RFP/ subsequent Agreement with documentary evidence of the impact of the Change of Law and the Parties shall endeavour to mutually agree on the required adjustments in the "As Delivered Price" of Coal (including all charges and levies noted in Clause 7) and/or the terms of this RFP/ subsequent Agreement to account for such Change of Law within 30 days of submission of a claim (along with all necessary supporting documents) by the affected Party regarding such adjustment.
b. In case any revision/amendment as a result of any regulatory or statutory directive imposed on the Seller under Applicable Law or in case of any change arising out of Coal Mine operating conditions, which has direct bearing on Coal cost, which is not within the purview of this RFP/ subsequent Agreement, either Party may, by prior written notice to the other Party, of a period not less than thirty (30) days, seek a review of the Agreement.
c. If the Parties are unable to mutually agree on the relief to be provided under this Clause within the stipulated time, the Parties may refer their differences or disputes to in accordance with Clause 12.

d. Without prejudice to the above, the Seller shall have the right to suspend the performance of its obligations under this RFP/ subsequent Agreement pending agreement or adjudication of cost impact of a Change of Law, unless the Parties mutually agree to an interim solution in writing.

11. SUSPENSION OF COAL SUPPLIES:

a. The Seller shall have the right to suspend the delivery of Coal to the Buyer as per the advice of Govt. of Odisha / GoI/ OPGC or if required to comply with Applicable Laws.
b. Notwithstanding other provisions of this RFP/subsequent Agreement, the Seller shall have the right to also suspend its obligations hereunder for the following reasons:
   - If any payment (including any interest) due and payable and is not made by the Buyer and is not able to be recovered through the Security Deposit/EMD within 10 days of the expiry of the relevant due date;

- Failure by Buyer to maintain the Security Deposit/EMD in accordance with Clause 6;
- Pursuant to a Change of Law event, in accordance with Clause 10; and
- In the event of any prima facie breach, default or violation by the Buyer.

c. During the period of suspension of supplies in terms of Clause 11.a and 11.b, the Seller shall be relieved of his obligations to supply Coal. However, the obligations of the Buyer under this RFP/subsequent Agreement shall be deemed to remain in full force and effect.

d. In the event of suspension of Coal supplies pursuant to this Clause, the Seller shall have the right to continue the suspension for as long as the occurrence of the said breach, default or violation is not duly explained by the Buyer to the satisfaction of the Seller and the Security Deposit/EMD has not been fully replenished. The Seller shall resume the supply of Coal within 10 (ten) days of payment/ adjustment of the outstanding amount together with interest as also the full replenishment of Security Deposit/EMD.

12. RESOLUTION OF DISPUTE:

1. In the event of any dispute or differences between the Buyer and the Seller arising out of or in connection with the Agreement, including but not limited to performance, existence, validity, termination and the rights and liabilities of the Parties to the Agreement (Dispute), such Dispute shall be resolved amicably by mutual consultation. The Party which considers that a Dispute has arisen shall give a written notice setting out the material particulars of the dispute (Dispute Notice) to the other Party. As soon and reasonably practicable, but no later than twenty-one (21) days of the Dispute Notice having been delivered to the other Party, both the Parties shall meet and attempt to amicably resolve the Dispute within twenty-one (21) days of the first discussion. Once the Dispute is resolved, the terms of the settlement shall be recorded in writing and signed by both the Parties.

2. If such resolution is not possible, then, the unresolved dispute, then either Party may refer the Dispute to arbitration by a sole arbitrator in terms of the Arbitration & Conciliation Act, 1996 and rules made thereunder from time to time. The sole arbitrator shall be nominated by " CEO/OCPL". In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the "CEO/OCPL," shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

   Any decision or award of the arbitral tribunal shall be final. The Parties hereto agree that the arbitral award shall be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that judgement upon the arbitral award may be entered in any court of competent jurisdiction.

   The seat and venue of the arbitration proceeding shall be Bhubaneswar.
   Provided that if a Dispute is of a technical nature regarding quantity and quality of Coal delivered, then, the Parties may, if both Parties agree, refer the matter to an Independent Engineer. All costs in relation to appointment of an Independent Engineer shall be jointly borne equally by the Seller and the Buyer. The Independent Engineer's decision shall be binding on the Parties, if not disputed in within 30 days of the Independent Engineer's decision in writing.

13. <u>FORCE MAJEURE</u>

1. As used in this RFP, the expression "Force Majeure" or "Force Majeure Act" means any act, circumstance or event or a combination of acts, circumstances and events which wholly or partially prevents or delays the performance of obligations of either party arising under this RFP/subsequent Agreement (Non-Performing Party) when such act, circumstance or event is not reasonably within the control of and not caused by the fault or negligence of the Non-Performing Party, and could not have been prevented, overcome or remedied

by the Non-Performing Party by exercising a standard of care and diligence consistent with good industry practices and provided that such act, circumstance or event is in or similar to one or more of the following categories:

a. Act of God including flood, inundation of mine, drought, lightning, cyclone, storm, earthquake or geological disturbances, eruption of gases, other exceptionally adverse weather conditions and such like natural occurrences;
b. Any law, ordinance or order of the Central or State Government, or any direction of any Authority that restricts performance of the obligations hereunder, either independently or in response to an event listed hereunder;
c. Any Change of Law which cannot be dealt with solely by way of compensation/ adjustment to the Agreement as provided in Clause 10;
d. Epidemic, plague or pandemic;
e. Any delay or direction or order on the part of the Government of India or relevant State Government on denial or refusal to grant or renew, or any revocation, or modification of any required permit or mining lease or governmental approvals provided that such delay, modification, denial, refusal or revocation was not due to a cause attributable to the non- performing Party;
f. Mine fires and inundation where either is caused due to natural causes despite normal precautions in accordance with extant mining practices in India, explosion, fire at the Coal Mine and other fire/contamination of atmosphere by radioactive or hazardous substances or any untoward incidents/ accident at plant/Coal Mine;

g. unexpected geological conditions at the Coal Mine such as faults, igneous intrusions (dykes & sills), sand channels and washouts, affecting the Seller; or
h. industry wide strikes and labour disturbances having a nationwide, state-wide or district-wide impact in India;
i. War (whether declared or undeclared), riot, civil war, blockade, insurrection, acts of foreign or public enemies or civil disturbance, invasion, armed conflict, blockade, embargo, revolution, military action, acts of terrorism, religious strife, communal violence, extremist action or politically motivated sabotage or sabotage or abductions; or
j. Nationalization or compulsory acquisition by any Authority of any material assets or rights of the Seller.

2. It is clarified that any Force Majeure affecting the performance of the Buyer's or Seller's contractors appointed for performance of the Agreement shall be deemed to be an event of Force Majeure affecting the Buyer or Seller. Provided that a Force Majeure act, circumstance or event shall not include:
   a. Economic hardship, equipment failure or breakdown other than as specifically set forth above;
   b. the delay, default or failure to perform by any sub-contractor, unless caused by a Force Majeure Act;
   c. strikes or labour disturbances involving only employees of the Non-Performing Party;
   d. unavailability, shortages or price fluctuations with respect to materials, supplies or components of equipment or other services; late delivery of materials, supplies or components of equipment, unless caused by a Force Majeure Act.

3. **Burden of Proof:**
   In the event the Parties are unable to agree in good faith that a Force Majeure Act has occurred; the Parties shall resolve the dispute in accordance with the provisions of this RFP. The burden of proof as to whether a Force Majeure Act has occurred shall be upon the Party claiming the occurrence or existence of such Force Majeure Act.

4. **Effect of Force Majeure:**
   If either Party is wholly or partially unable to perform its obligations under this RFP/ subsequent Agreement because of a Force Majeure Act or its impact, then that the Non-Performing Party shall be excused from whatever performance is affected by the Force Majeure Act to the extent so affected, provided that:

a. Within 5 (five) days after the occurrence of the inability to perform due to a Force Majeure Act, the Non-Performing Party provides a written notice to the other Party of the particulars of the occurrence, including an estimation of its expected duration and probable impact on the performance of its obligations hereunder, and continues to furnish periodic reports with respect thereto, every 7 (seven) days, during the period of Force Majeure.
b. The Non-Performing Party shall use all reasonable efforts to continue to perform its obligations hereunder and to correct or cure as soon as possible the said Force Majeure Act.
c. The suspension of performance shall be of no greater scope and no longer duration than is reasonably necessitated by the said Force Majeure Act.
d. The Non-Performing Party shall provide the other Party with prompt notice of the cessation of the said Force Majeure Act giving rise to the excuse from performance and shall thereupon resume normal performance of obligations under this Agreement with utmost promptitude.
e. The non-performance of any obligation of either Party that was required to be performed prior to the occurrence of a Force Majeure Act shall not be excused as a result of such subsequent Force Majeure Act.
f. The occurrence of a Force Majeure Act shall not relieve either Party from its obligations to make any payment hereunder for performance rendered prior to the occurrence of the Force Majeure Act or for partial performance hereunder during periods of Force Majeure.
g. The Force Majeure Act shall not relieve either Party from its obligation to comply with Applicable Laws. The Non-Performing Party shall exercise all reasonable efforts to mitigate or limit damages to the other Party.

14. TERMINATION OF AGREEMENT:

1. This Agreement may be terminated by the Seller as per the advice / directive by Govt. of Odisha / Govt. of India or as may be required by Applicable Law, without any liability to either Party.
2. This Agreement may also be forthwith terminated for the following reasons, pursuant to written notice by the relevant Party:

   (a) If agreed between the Parties to be terminated prior to the Term;

   (b) By the Seller, by providing a prior written notice of 30 days to the Buyer, if any part of the Allocated Quantity is required by OPGC (Captive Power Plant) for its expansion power plant (unit 3, 4, 5 and 6), which is the specified end use plant for the Seller's Coal Mine under the Allotment Agreement;
   (c) By the Seller, in the event of non-payment of amounts due and payable under this Agreement by the Buyer beyond 30 days of the relevant due date;
   (d) By the Seller, upon termination of the Allotment Agreement for any reasons whatsoever;
   (e) By the non-defaulting Party, upon any material breach by the defaulting Party which is not cured within 45 days of notice of such breach by the non-defaulting Party, provided that termination for non-payment shall be as per sub-clauses (b) above.
   (f) By either party by providing prior written notice for a period of 90 days, where any Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Act, as described in Clause 13 above; and such inability to perform lasts for not less than a continuous period of 3 months or an aggregate period of 6 months in any Year. In such event, the termination shall take effect on expiry of such notice period of 90 days.
   (g) By a Party if the other Party becomes insolvent or bankrupt including if proceedings are admitted against a Party under the Insolvency and Bankruptcy Code, 2016 and a moratorium has come into effect in terms thereof, or is subject to winding up or liquidation.

3. Termination of this Agreement shall be without prejudice to the accrued rights and obligations of either Party as at immediately prior to the termination. Save as expressly provided under this Agreement,

neither Party shall have any liability towards the other on and from the date of termination of this Agreement.

4. Notwithstanding the provisions of Clause 14.2 above, in the event of any material change in the Coal Distribution System or policy due to a Government directive/ notification, at any time after the execution of this Agreement, the same shall be notified by the Seller to the Buyer in writing. In the event the Seller decides to terminate this Agreement, arising out of any such change, it shall notify the Buyer at least 5 days in advance of such termination coming into effect and the Seller shall stand relieved of any obligation under the Agreement. For the avoidance of any doubt, Seller shall bear no liability on account of such termination.
5. The purchaser shall not have any right to terminate the agreement other than the provisions mentioned in the clauses 14.1, 14.2, 14.3 and 14.4. In case the purchaser terminates the agreement prior to the expiry of the contract period, the security deposit/EMD shall be forfeited.

15. JURISDICTION:

Any dispute arising out of this contract will be subject to the jurisdiction of Courts at Bhubaneswar, Odisha only.

16. MISCELLANEOUS:

1. **Recovery**: Any amounts due and payable hereunder which are not paid by the Buyer within the prescribed time limits may be recovered by the Seller from the Security Deposit/EMD.

2. **Notice**: Any notice to be given under this Agreement shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto if delivered against acknowledgement, by registered mail with acknowledgement due, by facsimile, by e-mail or by Speed Post, addressed to the signatories or the authorised representatives of the signatories nominated in accordance with the provisions of this Agreement:

SELLER:	Buyer:
1. Designation	1. Designation:
2. Postal Address:	2. Postal Address:
Odisha Coal and Power Limited, Zone-A, Fourth Floor, Fortune Towers. Chandrasekharpur, Bhubaneswar, Odisha-751023	
3. Phone No: 0674-2300654/664	
4. FAX: 0674-2300657	3. Phone No:
5. e-Mail: mines@ocpl.org.in	4. FAX:
	5. e-Mail:

Any notice given by the Buyer under this Agreement, if delivered otherwise than by e-mail, shall always be backed by an e-mail to the above mentioned e-mail address of the Seller.
Any notice delivered to the Party to whom it is addressed as provided in this Clause 16.2 shall be deemed (unless there is evidence that it has been received earlier) to have been given and received, if:

(a) hand delivered or sent by registered mail, at the time of acknowledgment of receipt of the same;

(b) sent by Speed Post, the date of delivery as recorded in the system of postal service provider; and

(c) sent by facsimile or e-mail, when confirmation of its transmission has been recorded by the sender's facsimile machine or the sender's e-mail system, as the case may be.

3. **Amendment**: This Agreement can be amended or modified with written consent of the Parties.

4. **Severability and Renegotiation**: In the event any part or provision of this Agreement becomes, for any reason, unenforceable or is declared invalid by a competent court of law or tribunal, the rest of this Agreement shall remain in full force and effect as if the unenforceable or invalid portions had not been part of this Agreement, and in such eventuality the Parties agree to negotiate with a view to amend or modify this Agreement for achieving the original intent of the Parties.

5. **Governing Law**: This Agreement, and the rights and obligations hereunder shall be interpreted, construed and governed by the laws, regulations and rules in force in India.

6. **Entirety**: This Agreement and the Schedules, and such documents attached or referred hereto are intended by the Parties as the final expression of their Agreement and are intended also as a complete and exclusive statement of the terms of their Agreement. All prior written or oral understandings, offers or other communications of every kind pertaining to the matters contained in this Agreement are hereby abrogated and withdrawn.

7. The CEO of the Seller or his representative/s nominated for the purpose shall be authorised to act for and on behalf of the Seller.

8. It shall be the responsibility of the Parties to ensure that any change in the address for service or in the particulars of the designated representative is notified to the other Party and all other concerned, before effecting a change and in any case within two Business Days of such change.

9. All notices under this Agreement shall be made in writing and shall be in English.

10. The Parties agree that except as otherwise expressly agreed in this Agreement, neither Party shall have any right or entitlement to any consequential losses, costs or damages, loss of profit or market, as a result of a breach by the other Party of this Agreement.

11. **Representation, Warranties and Covenants**

(a) Each Party hereby represents and warrants to the other Party that (i) it has the capacity to enter into this Agreement and perform its obligations, and all transactions and undertakings contemplated herein; (ii) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (iii) all corporate or other required action necessary for the authorisation and execution of this Agreement have been duly obtained.

(b) The Parties shall take all action required under Applicable Laws in connection with its obligations under this Agreement, including without limitation compliance with any reporting or notice requirements under Applicable Laws relating to environmental matters.

(c) The Buyer hereby further represents and warrants to the Seller that:

(d) the execution, delivery and performance by it of this Agreement and the compliance by it with the terms and provisions hereof do not and will not:

(e) contravene any provision of any Applicable Law, statute or any order, writ, injunction or decree

of any court or governmental instrumentality to which it is subject; or

(f) conflict with or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under any other agreement, contract or instrument to which it is a party or by which it is bound or to which it may be subject;

(g) there are no claims, investigations or proceedings before any court, tribunal or Authority in progress or pending against or relating to it, which could reasonably be expected to prevent it from fulfilling its obligations set out in this Agreement or arising from this Agreement;

(h) this Agreement is enforceable against it in accordance with its terms;

(i) the Coal purchased by the Buyer under this Agreement is not envisaged to be, nor will be, supplied to the consumers of CIL/SCCL against such consumers' existing linkages; and

(j) it has read all Schedules to this Agreement and that by executing this Agreement, the Buyer acknowledges and accepts the terms and conditions of this Agreement.

12. **Indemnity:** The Buyer agrees to defend, indemnify and hold harmless the Seller and its officers, directors, employees and agents thereof, from and against any and all liabilities (including third party liabilities), lawsuits, claims of any kind, damages, losses, fines, penalties, interest, fee, and assessments by any public agency, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), which are suffered, incurred, brought or paid by the Seller as a result of the Buyer's: (a) breach of its obligations under this Agreement; (b) acts or omissions resulting in injury to or death of persons or damage to or loss of property of such persons; (c) breach of Applicable Law or Approvals; (d) breach or negligent performance or non-performance of this Agreement; and (e) representations and warranties contained in this Agreement being found to be untrue or misleading.

13. **Set-off**: Either Party may set off or deduct any sums payable by one Party to the other Party under this Agreement against or from any payment due to such Party under this Agreement. Any exercise of their rights under this clause by the Parties shall be without prejudice to any other rights or remedies available to them under this Agreement or otherwise.

14. **Assignment**: Neither Party shall assign or transfer to any third party this Agreement or any part thereof, or any right, benefit, obligation or interest therein or there under.

15. **Limitation of Liability**: The Parties agree that except as otherwise expressly agreed in this Agreement, neither Party shall have any right or entitlement to any indirect, special or consequential losses, costs or damages; loss of profit; loss of production; loss of generation; loss of revenue; loss of use, as a result of a breach by the other Party of this Agreement.

16. **Survival**: All representations, warranties, covenants and provisions contained herein that by their nature survive, shall survive the termination or expiration of this Agreement.

17. CONTACT PERSON DETAILS:

Person to be contacted for mines visit:

Mr. Sunil Tripathy , Head of Mines
Odisha Coal and Power Limited,
Manoharpur Coal Mines, Sundergarh
Mob – 8114708444

Person to be contacted at MSTC:

Mr. Mahesh Ramavath,
Mail id : rmahesh@mstcindia.co.in,Mobile no. : +91-8801281004
Tel - 0674-2544199/2950091

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Annexure-1

Procedure for Third Party Sampling and Analysis (Optional)

1. **Appointment of the Third Party Agency**

The seller shall intimate the details of appointed Third Party Agency ("TPA") to conduct the sampling and analysis of coal. Collected coal sample shall be analyzed at OCPL Coal laboratory accredited with NABL.

The cost of sampling and analysis by TPA shall be shared on basis of 50:50 by the Seller and the Buyer.

All tools and tackles, plastic bags, sealing compounds and other items required for collection, preparation, storage and analysis of the sample shall be arranged by the TPA.

2. **Detailed modalities for Third Party Sampling**

Modalities for collection, handling, storage, preparation and analysis of TPA samples:

2.1. General

a. In order to commence third party sampling, a tripartite agreement will be signed between the Seller and the Buyer and the TPA. The format of tripartite agreement will be provided by the Seller. Till the signing of tripartite Agreement, the supplies at the discretion of Seller can be made on declared grade basis.

b. Sample collection, preparation and analysis shall be carried out as per BIS Standard/SOP provided by TPA. In this regard, procedure (SOP) of sample collection, preparation and analysis shall be prepared by TPA and shared to Buyer and Seller.

c. Samples shall be collected, packed and transported by the TPA in such a manner so as to make these tamper proof

d. Name of the colliery/Siding/Buyer, date of collection and other identification details shall be properly recorded and a code number shall be assigned for each sample by TPA for identification.

e. Collection and preparation and analysis of samples will be witnessed by the representative of Seller and Buyer. In case the representative of either party is not present or do not participate, the work will be done by TPA and absence or failure of participation shall not be considered as a ground for disputing the result.

f. Proper analysis records like print out of the results shall be maintained at the OCPL Coal Laboratories where the samples are analyzed by the TPA.

g. Laboratory samples prepared shall be in the size of 12.5 mm for the Total Moisture and for ash, Equilibrated Moisture and GCV analysis, 212 µ (micron) IS sieve. Due care shall be taken to ensure that before analysis, in test laboratory.

h. Samples collected at the loading end shall be analyzed at OCPL Coal laboratory as per latest BIS Standards provided by TPA (IS:1350 Part I – 1984 for determination of ash and moisture content and IS:1350 Part-II-1970 for determination of GCV).

i. The TPA shall communicate the analysis result of the sample as per the stipulated period. The Seller and Buyer may raise a dispute, if any, regarding the findings of the TPA within seven (7) days of the submission of the analysis result by the TPA in writing.

j. Monthly statements containing the details of each and every analysis result finalized during a month based on TPA/referee analysis, as the case may be, shall be prepared indicating inter alia the quantity of Coal covered by the respective analysis results. The finalized results shall be applied for billing/commercial purpose. Copy of the monthly statement/report shall be submitted to Seller and Buyer by the TPA.

k. The final pulverized sample will be divided into four parts viz. Set – I, Set – II, Set –III, Set – IV, Set-V as follows:

- Set – I shall be taken by the TPA to OCPL NABL Accredited Laboratory for analysis of ash, moisture and GCV as per latest BIS Standards (IS: 1350 Part 1-1984) or BIS Standards (IS: 1350 Part-II-1970), as applicable;
- Set – IIand Set – III of the sample shall be handed over by the TPA to the Seller, and the Buyer respectively for their own analysis; and
- Set –IV of the sample called Referee Sample shall be sealed jointly by the TPA and representatives of Seller and Buyer and shall be kept in the custody of TPA at OCPL Coal laboratory under lock and key arrangements. The referee sample shall be retained in sealed condition (duly signed by the representatives of Seller, and Buyer and the TPA) for minimum of thirty (30) days from the date of sample collection, after which it may be destroyed with proper records by TPA. The referee sample shall be packed and transported by the TPA to designated govt. NABL referee lab, in tamper proof manner to the satisfaction of Seller and Buyer.
- Total Moisture determination will be done at laboratory of the Seller and remaining tests/analysis (moisture, ash, GCV on Equilibrated Basis) will be done by the TPA as per BIS Standards (IS: 1350 Part 1-1984) or BIS Standards (IS: 1350 Part-II-1970), as applicable.
- In case any dispute regarding the results of analysis of coal raised by seller, Buyer and/or Mine operator, the referee sample shall be sent to an accredited laboratory/ agency of the TPA empaneled referee labs for carrying out the relevant analysis. The results of the Analysis shall be final and binding on the parties. However, all costs related to analysis of Referee samples shall be borne by the party raising the dispute.
- If the timelines specified herein for declaration of TPA result or raising dispute are not adhered to, then, such result or dispute, as the case may be, will not be applicable for any purpose, unless the delay is jointly waived in writing by both the Seller and the Buyer.

3. **Analysis of sample(s)**

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

Frequently Asked Questions (FAQs)

Q.1. Do already registered bidders need to re-register as no clause is mentioned for already registered bidders?

Ans. No further registration is required for bidders already registered in MSTC portal.

Q.2. Do already registered members need to submit techno commercial offer?

Ans. No.

Q.3. Can successful bidder take the coal to any other plant owned by the same bidder?

Ans. Prevalent Govt. rules shall apply.

Q.4. How to determine final adjustment based on analysed GCV/moisture mentioned in Clause B.8.c?

Ans. **Calculation for GCV adjustment:**

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

i. The initial invoice shall be raised based on declared grade and Total Coal Value. This invoice shall be subjected to adjustment pursuant to third party sampling analysis.

ii. In case the Analysed weighted average Equilibrated GCV of Coal dispatched during any calendar month is G-14 (3101-3400 Kcal/kg), then there is no Credit/Debit note on either party. In case the Analysed weighted average Equilibrated GCV of Coal dispatched during any calendar month is lesser/greater than G-14 grade, then the day wise GCV of coal will be considered for calculating the Debit/Credit amount for the month. It is to further clarify that the said calculation will be carried out only for the balance days where the GCV of coal is not within G-14 grade.

iii. In case the Monthly weighted average GCV of coal is less than the declared grade, i.e less than the bottom range of the GCV band (i.e.<3101Kcal/kg), then the price adjustment for issue of credit note to Buyer shall be worked out as under:

GCV Adjustment, Rs./day = Quantity of coal dispatch on the day x (Bid Price*) X [(3250 – Analysed GCV of coal for the said consignment in Kcal/kg)/ (3250)]

*Bid Price is the sum of discounted NCI Price of relevant month and Bid premium

The Credit arising on account of GCV Adjustment in each day will be reconciled on monthly basis and shall be dealt through Credit Adjustment Note separately for each month.

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 statutory duties, taxes and levies, be adjusted/refunded if and when received by the Seller.

iv. In case the Monthly weighted average GCV of coal is higher than the declared grade of coal, i.e more than the highest range of the GCV band(>3400Kcal/kg), then the price adjustment for issue of debit note to Buyer shall be worked out as under:

GCV Adjustment, Rs./day = Quantity of coal dispatch on the day x (Bid Price*) X [(Analysed GCV of coal for the said consignment-3250)/(3250)]

*Bid Price is the sum of discounted NCI Price of relevant month and Bid premium

The debit arising on account of GCV Adjustment in each day will be reconciled on monthly basis and shall be dealt through debit Adjustment Note separately for each Month.

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

Q.5. Will there be any refund in case of receipt of excess moisture as per Clause B.8.c?

Ans. No.

Q.6. Will the successful bidder get the option to exit from the agreement if the declared grade changes from G14 to any other grade (say G15)?

Ans. No.

Q.7. How can a successful bidder claim for change in grade of coal?

Ans. Answer to question no. 5 may be referred.

Q.8. How will be a third party agency be appointed for quality analysis?

Ans. QCI is the third party agency already appointed by OCPL for this purpose. A tripartite agreement shall be signed within 10 days of execution of the MoU.

Q.9. Will the winning premium change with change in NCI for G14 Grade during the tenure of the contract?

Ans. Winning premium will be same throughout the tenure of the contract irrespective of analyzed grade of coal and NCI price.

Q.10. What will be the additional royalty charges on National Coal Index price?

Ans. 14% additional royalty charges shall be applicable on National Coal Index price.

Q.11. Can EMD be adjusted with coal value?

Ans. No. EMD cannot be adjusted with coal value. The EMD shall be payable @₹150 per ton for the annual bid quantity.

Q.12. Can pre-bid EMD be converted to BG?

Ans. No. Pre-bid EMD cannot be converted to BG.

Q.13. What is the minimum quantity to be bid?

Ans. Minimum quantity to be bid is 2,00,000 ton (Two Lakh tons) and in multiples of 50,000 ton (Fifty Thousand tons) thereof.

Q.14. Can the payment schedule be changed from calendar days to working days?

Ans. RFP conditions prevail.

Q.15. Will there be any flexibility in lifting of coal either by Rail or Road mode as per the consumer's preferences looking into the feasibility of mutual consent?

Ans. The coal shall be delivered at pit head coal stock for evacuation on road mode only in accordance with EC conditions applicable to bidders end use plant and OCPL. The provisions of RFP shall prevail.

Q.16. Can the Delivery Order be valid for 45 days?

Ans. The buyers shall lift the MSQ during the calendar month only.