

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक उपक्रम)
विपणन एवम विक्रय विभाग
सांक्तोडिया, पो: डिसेरगढ़



Eastern Coalfields Limited
(A subsidiary of Coal India Ltd)
Marketing & Sales Department
Sanctoria. PO. Dishergarh,

NOTICE

Ref No : ECL/HQ/M&S/ 518

Dated: 20.07.2023.

All the successful bidders of Linkage Auction for CPP sub-sector (Tr-VI), against the auction held on dated 23.05.2023 and 02.06.2023 respectively, are requested to submit the documents and performance security for execution of FSA in this office latest by 30.08.2023, so that the FSA's may be executed in schedule time i.e. by 19.09.2023.

The name of successful winners are communicated by MSTC individually, may contact this office for any clarification, if needed.


20.7.23
HOD(M&S)

Distribution:-

Chief Manager (M&S)

Chief Manager(Finance)/ AF to M&S.

✓ Uploaded in Website of ECL.



COAL INDIA LIMITED
MARKETING DIVISION
KOLKATA

CIL/M&S/Linkage Auction tranche VI/ 126

Date: 21.06.2023

NOTICE

Subject: Request for submission of Expression of Interest for introduction of new subsector 'Production Of Syn Gas Leading To Coal Gasification' under NRS Linkage Auction

In furtherance to the consumer conference organized by CIL at Mumbai on 01.06.2023 regarding introduction of new subsector 'Production Of Syn Gas Leading To Coal Gasification' under NRS Linkage Auction, an Expression of Interest (EOI) is being published and enclosed herewith.

Prospective bidders under this new subsector are requested to send/submit the duly filled EOI document by 10.07.2023 for the purpose of assessment by CIL.

Email id for EOI submission: eauction.cil@coalindia.in

Encl: EOI document

 21/6/2023
General Manager(M&S)

Distribution, for uploading on respective websites:

1. GM (System), CIL
2. GM(M&S): ECL/BCCL/CCL/WCL/NCL/SECL/MCL/NEC
3. MSTC Ltd.

Copy for kind information to:

1. Director (Marketing), CIL
2. Advisor (Project), Ministry of Coal
3. US(CPD), Ministry of Coal

REQUEST FOR SUBMISSION OF
EXPRESSION OF INTEREST FOR
INTRODUCTION OF NEW SUBSECTOR
'PRODUCTION OF SYN GAS LEADING TO COAL GASIFICATION'
UNDER NRS LINKAGE AUCTION



कोल इण्डिया लिमिटेड

Coal India Limited

भारत सरकार का उपक्रम

A Government of India Undertaking

एक महारत्न कंपनी A Maharatna Company

June 21 , 2023

DISCLAIMER:

The information contained in this Request for Submission of Expression of Interest for the purpose of introduction of new subsector namely 'Production of Syn Gas Leading To Coal Gasification' under NRS Linkage Auction ("Request for Submission of EOI") or information subsequently provided to any prospective bidder, Bidder, person, party, participant, applicant or interested party ("Prospective Bidder"), whether verbally or in documentary or any other form by or on behalf of Coal India Limited & Subsidiary Coal Companies ("CIL") and/or any of its employees or Service Providers (including external agency), is for assessment purpose only.

This Request for Submission of EOI is neither an agreement nor an offer by CIL to the Prospective Bidders or any other person. This Request for Submission of EOI may not be appropriate for all persons and it is not possible for CIL, its employees or Service Providers to consider the investment objectives, financial situation and particular needs of each Prospective Bidder who reads or uses this Request for Submission of EOI. The assumptions, assessments, statements and information contained in this Request for Submission of EOI may not be complete, accurate, adequate or correct.

Information provided in this Request for Submission of EOI to the Prospective Bidder(s) has been collated from several sources, some of which may depend upon interpretation of Applicable Law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as complete. CIL accepts no responsibility for the accuracy or otherwise for any statement contained in this Request for Submission of EOI.

CIL, its employees and Service Providers make no representation or warranty and shall have no liability to any person, including any Prospective 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 Request for Submission of EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this Request for Submission of EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this Request for Submission of EOI or arising in any way from participation in this auction process.

Notwithstanding anything contained in this Request for Submission of EOI, CIL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, process or assumptions contained in this Request for Submission of EOI.

REQUEST FOR SUBMISSION OF EOI

1. **Background/Policy:**

- 1.1. Ministry of Coal (“**MoC**”) has *vide* its letter dated February 15, 2016 issued policy for “Auction of linkages of Non-Regulated sector” (“**Policy**”).
- 1.2. In terms of the policy provisions, MoC *vide* letter dated 14.02.2022 & subsequent letter dated 20.05.2022 issued guideline for introduction of new subsector under NRS Linkage auction namely “Production of Syn-Gas leading to coal gasification”.
- 1.3. Presently sixth tranche of NRS Linkage auction is being conducted by CIL through MSTC Ltd. (“**Auction service Provider**”).

2. **Eligibility Conditions**

- 2.1. The coal consumers who have already taken coal linkage for Syn-Gas by participating in the linkage auctions under the sub-sectors of 'Sponge Iron' or in the 'Others' category; the gasification plants which are already set up and the coal block allocattees shall **not be entitled to participate** in the newly created sub-sector of 'Production of Syn-Gas leading to coal gasification'.
- 2.2. This window shall only be for new capacities that come up after the announcement of the sub-sector i.e. after 14.02.2022.
- 2.3. Should fulfil other provisions of NRS Linkage auction policy dated 15.02.2016

3. **Submission of Expression of Interest**

- 3.1. Each prospective End Use Plant under this category is required to email the duly filled up Expression of Interest (“**EOI**”) in the format set out in **Annexure I**, no later than the timeline as mentioned in 3.3, in the following email id:
eauction.cil@coalindia.in
- 3.2. The Bidders may contact the following officials of CIL for any query regarding submission of EOI document:

<i>Sl. No.</i>	<i>Name</i>	<i>Contact</i>
(i)	Shri Saurav Das, Manager(M&S) CIL	033-71104134/ 8902750407
(ii)	Shri Anurag Kumar, Dy. Manager(M&S) CIL	033 71104125/ 9433003067
(iii)	Smt. N. Vasanta, Dy. Manager(M&S) CIL	033-71104144/ 7805841540

- 3.3. The duly filled up EOI must be submitted by prospective End Use Plant to the above mentioned email id(s) of CIL by 10.07.2023.

ANNEXURE I
FORMAT OF EXPRESSION OF INTEREST

(On the letterhead of the Prospective Bidder/End Use Plant)

Date:

Sub: Expression of Interest (“EOI”)
[Insert name of the Specified End Use Plant]

Dear Sir,

With reference to the Request for Submission of EOI dated June 21, 2023 (“**Request for Submission**”), we hereby express our interest to participate in the proposed linkage auction of “**Production of Syn-Gas leading to coal gasification**” subsector and submit the following documents/information/feedback for your assessment:

1. Documents and Information

- (i) Name of the Bidder:
- (ii) Details of the Specified End Use Plant:

S.No.	Particulars	Unit	
1.	Name of the Specified End Use Plant		
2.	Unit/details of Specified End Use Plant		
3.	Location/Address of the Specified End Use Plant		
4.	Specification of the Product of the Specified End Use Plant		
5.	Type of Fuel (Coal/ Washery Reject based)		
6.	Scheduled date of Commissioning of the Specified End Use Plant** (In case of phase-wise installation, please mention details)		
7.	Capacity of the Specified End Use Plant (In case of phase-wise installation, please mention the capacity and schedule of phases)		
8.	Capacity of the Specified End Use Plant for which coal linkage is being sought in this auction (In case of phase-wise installation, please mention the phase-wise coal backed capacity)		
9.	Specifications of coal required from CIL (Raw/Washed, Any other specification)		

10.	a) Self assessed Normative coal requirement(tonnes)/annum(along with calculation) b) Grade/GCV range of coal for calculation of Normative coal requirement	a) tonnes b)	a) b)
11.	a) Proposed/required tenure(years) of coal linkage from CIL b) Planned starting year of taking coal supplies to EUP from CIL sources		
12.	Interested coal company of CIL for sourcing of coal linkage		
13.	Name of preferred mines, if any		
14.	a) Technology used for the Product in Process plant b) Technical details of the EUP		
15.	Details of Existing coal linkage (if any) a) Any registration in NRS Linkage auction in MSTC b) If yes, Name of subsector under which the EUP is registered c) Any existing coal Linkage under NRS Linkage auction. If yes quantity and linkage details including source/tranche/FSA details d) Any existing coal Linkage prior to NRS Linkage auction. If yes, quantity and source	(Yes/No)	
16.	Name of the captive coal mine/coal block, if any.		
17.	Details of the coal block de-allocated (if any)		
18.	Any other point worth mentioning		

***In case the Specified End Use Plant is yet to be commissioned, kindly provide the anticipated/planned commissioning date of the Specified End Use Plant.*

2. We, the undersigned, are duly authorized to represent and act on behalf of [*insert name of the Bidder*] and having reviewed and fully understood all information provided in the Request for Submission for assessment purpose of CIL and having considered all relevant information, wish to hereby express our continued interest in the auction.
3. We undertake to provide any additional documents/information as may be required in this regard. We shall make available to CIL any additional documents/information it may

find necessary or require to supplement or authenticate this EOI.

4. We hereby undertake and confirm that the documents provided and information given herein is true, complete, accurate and correct and is not false, misleading and/or incorrect, in any manner whatsoever.
5. All the terms used herein but not defined, shall have the meanings as ascribed thereto under the Request for Submission.

Signature of the Authorised Signatory

Name and designation of the Authorised Signatory:

Name of the Prospective Bidder:

Stamp of the Prospective Bidder:

Date:

Place:

इस्टर्न कोलफिल्ड्स लिमिटेड

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सांक्तोडिया, पो: डिसेरगढ़

जिला: बर्धवान ७१३३३३

दूरभाष: ०३४१-२५२०२०९



Eastern Coalfields Limited

(A subsidiary of Coal India Ltd)

Marketing & Sales Department

Sanctoria. PO. Dishergarh,

Dist. Burdwan 713333

Phone: 0341 2520209

Ref. No.: ECL/HQ/M&S/NOTICE/Bank Interface/2023-24

Dated: 27-05-2023

NOTICE TO COAL CONSUMERS

ECL is accepting payment of coal value through banking interface developed by Axis Bank and ICICI Bank. Notice for implementation of 100% realization through banking interface had already been notified to all consumers with an advice to get themselves acquainted with the procedure of making payment through banking interface. Further to the above, the customers were requested to get all details including mobile number and bank details updated in ECL database so that seamless payment may be made by the customer through banking interface. However, customers may face technical issues while depositing coal value through banking interface, as this is a new system in place.

Hence, in recognition of the fact that this is a new system and in order to avoid any last-minute issues, customers are requested to make payment well in advance. Further, any issues faced must be brought to the immediate notice of the following persons as well as ECL officials.

Mr. Subhabrata Misra - +91 8001601501 - Axis Bank

Mr. Anirban Banerjee - +91 7304907788 - ICICI Bank

This is for information and necessary action of all consumers.

Ch. Manager (F/M & S) ECL

[Handwritten Signature]
27/05/23

इस्टर्न कोलफिल्ड्स लिमिटेड

(कोल इंडिया का एक उपक्रम)

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जिला: बर्धवान ७१३३३३

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Marketing & Sales Department

Sanctoria. PO. Dishergarh,

Dist. Burdwan 713333

Phone: 0341 2520209

Ref. No.: ECL/HQ/M&S/NOTICE/Bank Interface/2023-24

Dated: 24-05-2023

NOTICE TO COAL CONSUMERS

ECL is accepting payment of coal value through banking interface developed by Axis Bank and ICICI Bank. Notice for implementation of 100% realization through banking interface had already been notified to all consumers with an advice to get themselves acquainted with the procedure of making payment through banking interface. Further to the above, the customers were requested to get all details including mobile number and bank details updated in ECL database so that seamless payment may be made by the customer through banking interface.


Customers are once again requested to get all details including mobile number and bank details updated in ECL database. This is to be done urgently without any further delay.

In case of any queries regarding payment, the following persons may be contacted:

Mr. Subhabrata Misra - +91 8001601501 - Axis Bank

Mr. Anirban Banerjee - +91 7304907788 - ICICI Bank

This is for information and necessary action of all consumers.


Ch. Manager (F/M & S) ECL
24/05/23

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दूरभाष: ०३४१-२५२०२०९

ईमेल: gmsalesecl@gmail.com

वेबसाइट: www.easterncoal.gov.in



Eastern Coalfields Limited

(A subsidiary of Coal India Ltd)

Marketing & Sales Department

Sanctoria, PO. Disheeragarh,

Dist. Burdwan 713333

Phone : 0341 2520209

CIN-U10101WB1975GO1030295

E-Mail: gmsalesecl@gmail.com

Website: www.easterncoal.gov.in

(An ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 Certified Company)

ECL/HQ/M&S/ 220

Date: 02/04/2022

NOTICE

All consumers who want to avail TCS benefit for the financial year 2022-23 are hereby requested to submit Form 27C to ECL Sales Office through mail (eclmns2020@yahoo.com) immediately.


21/4/22
HOD(M&S)
ECL, Sanctoria

Distribution:

1. D (T) OP, ECL Sanctoria
2. T.S to CMD, ECL, Sanctoria
3. Manager (M&S), Road Sales, ECL Sanctoria
4. Associate Finance (M&S), ECL, Sanctoria
5. Notice Board, Sanctoria
6. Copy to be uploaded at the website of ECL

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(An ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 Certified Company)

Ref No : ECL//M&S/ 172

Date : 14/03/2022

NOTICE

Revision of Surface Transport Charges (STC) for different distance slabs

In pursuance to the Board approval of the ECL Board of Directors in 348th Meeting of Board of Directors held on 03.03.2022, the Surface Transport Charges (STC) for transportation of coal from pit head up to loading point of distance slabs, within 0 to 3 Kms., +3 to 10 Kms. & +10 to 20 Kms. has been revised.

It is hereby notified that with effect from 00:00 Hour of 03.03.2022, the Surface Transport Charges (STC) applicable for the lead distance Slab shall be as under:

Sl.No.	Lead Distance (in Kms)	Existing Surface Transport Charges (Rs./Tonne)	Surface Transport Charges (Rs./Tonne) applicable w.e.f. 00:00 Hrs of 03.03.2022
1	0 to 3 Kms.	44.00	49.00
2	More than 3 Kms. To 10 Kms.	63.00	63.00
3	More than 10 Kms. To 20 Kms.	113.00	113.00
4	More than 20 Kms.	Actual + 10%	Actual + 10%

With reference to above this is also to notify all concerned that for road despatches, quantity will be regulated proportionately till the customers deposit difference money for the revised rates as applicable at Area / M&S Office, ECL, HQ.

14/3/22
HOD (M&S)

Eastern Coalfields Ltd.

Copy to:

T.S. to D (T) PP, ECL

T.S. to D (F), ECL

General Manager (System), ECL, Sanctoria.

General Manager (F) I/C, ECL, Sanctoria.

All Area Finance Manager, ECL

All Area Sales Manager, ECL

Sri. S. Ghosh, Sr. Manager (Mining)

Sri. S. Chakraborty, Ch. Manager (Finance)

Notice Board, ECL Sanctoria Sales Office

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टूरभाष: ०३४१-२५२०२०९
: gmsalesccl@gmail.com




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Website: www.easterncoal.gov.in

Ref. No. ECL/HQ/M&S/Exe-Auc/ 357

Dated 07.05.2021

NOTICE

This is to inform that 102 (One hundred two) rakes under Exclusive E-Auction held on 30.03.2021 have been booked from Pure Sitalpur siding (UKA-V)/Sonepure Bazari siding (PSBP). All successful bidders are here by requested to submit their month wise siding wise distribution of rakes booked under above mentioned auction for smooth dispatch of rakes from both sidings.


07/05/2021

Sr. Manager (Min)
ECL.H.Q. Sanctoria.

Distribution:

- 1) G.M(M&S), ECL
- 2) Notice Board, ECL, Sanctoria.
- 3) Copy to be uploaded at the website of ECL.

ईस्टर्न कोलफिल्ड्स लिमिटेड

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ECL/M&S/E-Auction/Notice/ 325

20/04/2021

NOTICE

This is to inform all the successful bidders of Spot E-Auction and Special Spot E-Auction for Import Substitution from ECL that most of the Railway programs of both E-Auctions have been submitted for Katra (KEA) destination. You are aware that Katra is under restriction imposed by Railway frequently. As a result large numbers of rakes are pending for allotment within the validity period.

In order to avoid lapse of rakes as well as forfeiture of EMD, you are requested to change the destination from Katra to any other Railway notified destination for allotment of pending rakes.

Krishna S

General Manager (M&S)

20/04/2021

Distribution

- DTOP, ECL
- TS to CMD, ECL
- Notice Board
- ECL Website

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ECL/HQ/M&S/ 291

26/03/2021

NOTICE

Ref:ECL/CAL/RDSALES/TCS/26-3/1

Date: 26/03/21

All Road Sales consumers who want to avail TCS benefit for the financial year 2021-22 are hereby requested to submit Form 27C through mail (eclmns2020@yahoo.com) immediately.

Krishna S
GM(M&S) 26/03/21
ECL HQ, Sanctoria

Distribution:

1. D (T) OP, ECL Sanctoria
2. T.S to CMD, ECL, Sanctoria
3. Dy. Manager (M&S), Road Sales, ECL Sanctoria
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(An ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 Certified Company)

Ref No : ECL//M&S/ 114

Date : 04/02/2021

NOTICE

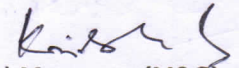
Revision of Surface Transport Charges (STC) for different distance slabs

In pursuance to the Board approval of the ECL Board of Directors in 336th Board meeting held on 01.02.2021, the Surface Transport Charges (STC) for transportation of coal from pit head up to loading point of distance slabs, within 0 to 3 Kms., +3 to 10 Kms. & +10 to 20 Kms. has been revised.

It is hereby notified that with effect from 00:00 Hour of 01.02.2021, the Surface Transport Charges (STC) applicable for the lead distance Slab shall be as under:


Sl.No.	Lead Distance (in Kms)	Existing Surface Transport Charges (Rs./Tonne)	Surface Transport Charges (Rs./Tonne) applicable w.e.f. 00:00 Hrs of 01.02.2021
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2	More than 3 Kms. To 10 Kms.	61.00	62.00
3	More than 10 Kms. To 20 Kms.	94.00	113.00
4	More than 20 Kms.	Actual + 10%	Actual + 10%

With reference to above this is also to notify all concerned that for road despatches, quantity will be regulated proportionately till the customers deposit difference money for the revised rates as applicable at Area / M&S Office, ECL, HQ.


General Manager (M&S)
Eastern Coalfields Ltd. 04/02/2021

Copy to:

T.S. to D (T) OP, ECL
T.S. to D (F), ECL
General Manager (System), ECL, Sanctoria.
General Manager (F) I/C, ECL, Sanctoria.
All Area Finance Manager, ECL
All Area Sales Manager, ECL
Sri. D. Dutta, Ch. Manager (System)
Sri. S. Ghosh, Sr. Manager (Mining)
Sri. S. Chakraborty, Sr. Manager (Finance)
Notice Board, ECL Sanctoria Sales Office

<p>ईस्टर्न कोलफिल्ड्स लिमिटेड (कोल इंडिया का एक उपक्रम) गुणवत्ता नियंत्रण विभाग सांक्तोडिया, पो: डिसेरगढ़ जिला: बर्धवान ७१३३३३ CIN: U10101WB1975GOI030295 दूरभाष/फैक्स: ०३४१-२५२०२८४ ईमेल: gmqcecl@gmail.com Website: www.easterncoal.gov.in</p>		<p>Eastern Coalfields Limited (A Subsidiary of Coal India Ltd) Quality Control Department Sanctoria, PO. Dishergarh Dist. Burdwan 713333 CIN: U10101WB1975GOI030295 Phone/Fax : 0341 2520284 E-Mail: gmqcecl@gmail.com Website: www.easterncoal.gov.in</p>
<p>Ref. No. ECL/HQ/QC/</p>		<p>Date: 24.11.2020</p>

NOTICE

Enabling Bill to Bill Reconciliation through Online Reconciliation Portal.

We are pleased to inform that an online portal has been developed by CIL to enable bill to bill reconciliation with all the consumers sourcing coal from ECL. The link for Coal Reconciliation Portal is available on the CIL website under the Quick Links Tab. The Quantity Reconciliation, Quality Reconciliation and Financial Reconciliation from 1st April 2020 will be carried out through the said portal.

It is needless to mention that online reconciliation process will reduce the arduous process of offline reconciliation and make the system easy. All the existing consumers are requested to register themselves on the Coal Reconciliation Portal by 30-11-2020. You are also requested to email the details of the authorized person (Name, Address, Mobile Number and Service Number) of the respective consumer at gmqcecl@gmail.com with the subject "Authorization pertaining to Bill Reconciliation Portal" and start the process of reconciliation at the earliest.


 GM (QC)
 ECL HQ

- CC to:
- 1) Director Technical (P&P), ECL
 - 2) Director Technical (OP), ECL
 - 3) TS to CMD, ECL
 - 4) GM (M&S), CIL
 - 5) GM (M&S), ECL
 - 6) HoD (Sales Account), ECL

स्टर्न कोलफिल्ड्स लिमिटेड
(कोल इंडिया का एक उपक्रम)
विपणन एवम विक्रय विभाग
सांक्तोडिया, पो: डिसेरगढ़
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दूरभाष: ०३४१-२५२०२०९
ईमेल: gmsalesecl@gmail.com
वैबसाइट: www.easterncoal.gov.in



Eastern Coalfields Limited
(A subsidiary of Coal India Ltd)
Marketing & Sales Department
Sanctoria. PO. Dishergarh,
Dist. Burdwan 713333
Phone : 0341 2520209
CIN-U10101WB1975GO1030295
E-Mail: gmsalesecl@gmail.com
Website: www.easterncoal.gov.in

(An ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 Certified Company)

ECL/HQ/M&S/Power/186 N

30 September 2020

NOTICE

Sub: Enhancement of Annual Contracted Quantity (ACQ) of Power Sector Consumers upto 100% of normative requirement in cases where the ACQ was reduced to 90% of normative requirement.

The Standing Linkage Committee (Long Term) in their meeting held on 27.07.2020 has recommended to increase the ACQ of Power Sector consumers upto 100% of the normative requirement in cases where the ACQ was reduced to 90% of normative requirement based on SLC (LT) decision dated 12.11.2008. This increase in ACQ shall be applicable for all regular linkages granted/ recommended through SLC (LT).

The above recommendation of SLC (LT) shall be implemented by way signing necessary amendment/addendum to the Fuel Supply Agreement.

All eligible Power Sector Consumers having FSA with ECL (with ACQ reduced to 90% of the normative requirement) are hereby requested to submit the following and visit office of the undersigned at an early date with prior intimation for signing of the Amendment/Addendum to FSA

- 2 number of Non judicial Stamp Paper of Rs. 100 each
- Relevant Authorisations of the Signatory viz. Power of Attorney and Board Resolution to sign the FSA addendum/amendment.

This is for information of all concerned.

Yours faithfully,

Krishna B
GM (M&S)

30/09/20

c.c. D(T)OP, ECL
c.c. TS to CMD, ECL
c.c. HOD (M&S)/Oprn, CIL Kolkata

ईस्टर्न कोलफिल्ड्स लिमिटेड
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Ref No : ECL/M&S/ 570

Date : 11/08/2020

NOTICE

Corrigendum Revision of Surface Transport Charges (STC) for different distance slabs

This is in reference to our letter ref no. ECL/M&S/565 dated 06/08/2020, in pursuance to the Board approval of the ECL Board of Directors in 327th Board meeting held on 03.08.2020, the Surface Transport Charges (STC) for transportation of coal from pit head up to loading point of distance slabs, within 0-3 Kms. & +10 to 20 Kms. has been revised.

It is hereby notified that with effect from 00:00 Hour of 03.08.2020, the Surface Transport Charges (STC) applicable for the lead distance Slab shall be as under:

Sl.No.	Lead Distance (in Kms)	Existing Surface Transport Charges (Rs./Tonne)	Surface Transport Charges (Rs./Tonne) applicable w.e.f. 00:00 Hrs of 03.08.2020
1	0 to 3 Kms.	34.00	35.00
2	More than 3 Kms. To 10 Kms.	61.00	61.00
3	More than 10 Kms. To 20 Kms.	87.00	94.00
4	More than 20 Kms.	Actual	Actual + 10%

With reference to above this is also to notify all concerned that for road despatches, quantity will be regulated proportionately till the customers deposit difference money for the revised rates as applicable at Area / M&S Office, ECL, HQ.


HOD (M&S)
Eastern Coalfields Ltd.

Copy to:

T.S. to D (T) OP ECL
T.S. to D (F) ECL
General Manager (System), ECL, Sanctoria.
General Manager (F) I/C, ECL, Sanctoria.
All Area Finance Manager, ECL
All Area Sales Manager, ECL
Sri. D. Dutta, Ch. Manager (System)
Sri. J.K Jha, Ch. Manager (M&S)
Sri. S. Ghosh, Sr. Manager (Mining)
Sri. S. Chakraborty, Sr. Manager (Finance)
Notice Board, ECL Sanctoria Sales Office

ईस्टर्न कोलफिल्ड्स लिमिटेड
(कोल इंडिया का एक उपक्रम)
विपणन एवम विक्रय विभाग
सांक्तोडिया, पो: डिसेरगढ़
जिला: बर्धवान ७१३३३३
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Marketing & Sales Department
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Website: www.easterncoal.gov.in

(An ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 Certified Company)

Ref No: ECL/HQ/M&S/565

Date: 06/08/2020

NOTICE

Revision of Surface Transport Charges (STC) for different distance slabs

In pursuance to the Board approval of the ECL Board of Directors in 327th Board meeting held on 03.08.2020, the Surface Transport Charges (STC) for transportation of coal from pit head up to loading point of distance slabs, within 0-3 Kms. & +10 to 20 Kms. has been revised.

It is hereby notified that with effect from 00:00 Hour of 03.08.2020, the Surface Transport Charges (STC) applicable for the lead distance Slab shall be as under:

Sl.No.	Lead Distance (in Kms)	Existing Surface Transport Charges (Rs./Tonne)	Surface Transport Charges (Rs./Tonne) applicable w.e.f. 00:00 Hrs of 03.08.2020
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2	More than 3 Kms. To 10 Kms.	61.00	61.00
3	More than 10 Kms. To 20 Kms.	87.00	94.00
4	More than 20 Kms.	Actual	Actual

With reference to above this is also to notify all concerned that for road despatches, quantity will be regulated proportionately till the customers deposit difference money for the revised rates as applicable at Area/Kolkata Sales Office.

A/H
6/8/2020

HOD (M&S)

Eastern Coalfields Ltd.

Copy to:

T.S. to D (T) OP ECL

T.S. to D (F) ECL

General Manager (System), ECL, Sanctoria.

General Manager (F) I/C, ECL, Sanctoria.

All Area Finance Manager, ECL

All Area Sales Manager, ECL

Sri. D. Dutta, Ch. Manager (System)

Sri. J.K Jha, Ch. Manager (M&S)

Sri. S. Ghosh, Sr. Manager (Mining)

Sri. S. Chakraborty, Sr. Manager (Finance)

Notice Board, ECL Sanctoria Sales Office

EASTERN COALFIELDS LIMITED
COMPUTER CENTRE,
13, R. N. MUKHERJEE ROAD,
KOLKATA-700001.

NOTICE

Ref:ECL/CAL/RDSALES/TCS/24-6/1

Date: 24/06/20

All Road Sales consumers who want to avail TCS benefit are hereby requested to send Form 27c, for the financial year 2020-21(July 20 – March 21) by e- mail (eclmns2020@gmail.com) immediately.

Dobby 24/6/2020
Sr. Manager Finance (I/C)
ECL, Kolkata Sales Office

CC : 1) HOD, Kolkata Sales Office
2) Notice Board, Sanctoria
3) Notice Board, Kolkata

ईस्टर्न कोलफिल्ड्स लिमिटेड

(कोल इंडिया का एक उपक्रम)

विपणन एवम विक्रय विभाग

सांक्तोडिया, पो: डिसेरगढ़

जिला: बर्धवान ७१३३३३

दूरभाष: ०३४१-२५२०२०९

ईमेल: gmsalesecl@gmail.com

वैबसाइट: www.easterncoal.gov.in



Eastern Coalfields Limited

(A subsidiary of Coal India Ltd)

Marketing & Sales Department

Sanctoria. PO. Dishergarh,

Dist. Burdwan 713333

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Website: www.easterncoal.gov.in

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ECL/HQ/M&S/Realisation/239

20 April 2020

Sub: Notice of Extension of Usance LC facility to Power and NRS Consumers

Further to Notice no. ECL/HQ/M&S/Realisation/234 dated 17.04.2020 and ECL/HQ/M&S/Realisation/227 dated 10.04.2020, Advising/Negotiating Bank details of ECL is given below:-

For Rajmahal Area:

Name of Bank - State Bank of India

Branch – Rajmahal Coal Mining Project

Account name – "Eastern Coalfields Limited A/C Rajmahal Project"

Account number – 11524367010

IFS Code – SBIN0007265

For Non-Rajmahal Areas:

Name of Bank - State Bank of India

Branch – CAG, Kolkata

Account name – Eastern Coalfields Ltd

Account number – 10373629858

IFS Code – SBIN0009998

Entitled Power and Non Power Sector consumers interested in exercising the option of payment of coal value through Usance LC may henceforth contact the office of HOD, ECL Kolkata at Coal House, 13, R.N. Mukherjee Road, Kolkata – 700001 with a written consent for proceeding further.

Ajit Singh
20/4/2020
Ajit Singh
HOD (M&S)

Copy for kind information to:

- CMD, ECL
- D(M), CIL
- DT(PP), DT(OP), D(F), ECL

Distribution:

- GM (M&S), CIL
- GM (F) I/C, ECL
- GM Systems, ECL
- All Area General Managers, ECL
- HOD, ECL Kolkata
- Notice Board

ईस्टर्न कोलफिल्ड्स लिमिटेड

(कोल इंडिया का एक उपक्रम)

विपणन एवम विक्रय विभाग

सांक्तोडिया, पो: डिसेरगढ़

जिला: बर्धवान ७१३३३३

दूरभाष: ०३४१-२५२०२०९

ईमेल: gmsalesecl@gmail.com

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Eastern Coalfields Limited

(A subsidiary of Coal India Ltd)

Marketing & Sales Department

Sanctoria, PO. Dishergarh,

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ECL/HQ/M&S/Realisation/234

17/04/2020

Notice of Extension of Usance LC facility to Power and NRS Consumers

Sub: Payment of coal value through Irrevocable Revolving Letter of Credit (Usance LC)


Further to Notice no. ECL/HQ/M&S/Realisation/227 dated 10.04.2020 regarding option of payment of coal value through Usance LC in addition to advance payment and Irrevocable Revolving Letter of Credit (IRLC) to Power Sector Consumers, this is further to inform that the option of payment of coal value Irrevocable Revolving Letter of Credit (Usance LC) mechanism has now been extended to the Customers of the following categories:

- a) Power Sector Consumers drawing coal supplies under the FSAs
- b) Non-Regulated Sector Consumers drawing coal supplies under the FSAs executed under linkage auction route.
- c) Special Forward e-Auction Scheme
- d) Exclusive e-Auction Scheme

The revised and updated modalities for extension of the Usance LC as approved and communicated by CIL vide letter no. CIL/DM/COS-9/1858 dated 16.04.2020 is attached herewith for Notice of all concerned.

Entitled Power and Non Power Sector consumers interested in exercising the above option of payment of coal value through Usance LC may contact the office of HOD (M&S), ECL Sanctoria with a written consent for proceeding further.

Encl: As above


17/4/2020
(Ajit Singh)
HOD (M&S)

Copy for kind information:

- CMD, ECL
- DM, CIL
- DT(PP), DT(OP), DF, ECL

Distribution:

- GM (M&S), CIL
- GM (F) I/C, ECL
- GM Systems, ECL
- All Area General Managers, ECL
- HOD, ECL Kolkata
- Notice Board

कोल इण्डिया लिमिटेड

महारत्न कम्पनी

(भारत सरकार का उपक्रम)

कॉर्पोरेट पहचान सं. L23109WB1973GOI028844

एक्शन एरिया-1-ए, न्यू टाउन, राजरहाट, कोलकाता-700156-

फोन: 033 23244086, फैक्स: 033- 23244165

वेबसाइट: www.coalindia.in



Coal India Limited

A Maharatna Company

(A Govt. of India Enterprise)

Corporate Identity No.- L23109WB1973GOI028844

Action Area-1A, New Town, Rajarhat, Kolkata-700156

PHONE: 033 23244086, FAX- 033-23244165

WEBSITE: www.coalindia.in

No.CIL/DM/COS-9/1858

Date:16.4.2020

To
The Director In-Charge (Marketing),
BCCL/ ECL/ CCL/ NCL/ MCL/ SECL/ WCL

Dear Sir,

Sub: Extension of Usance LC facility Power and Non Regulated Sector Consumers

The Board of Directors of CIL in its 402nd meeting held on 16.4.2020 has approved the methodology for extending the Usance LC for the following categories of consumers:

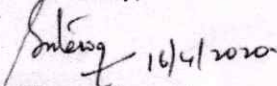
- Power Sector Consumers drawing coal supplies under the FSAs.
- Non-Regulated Sector Consumers drawing coal supplies under the FSAs executed under linkage auction route.
- Special Forward e-Auction Scheme
- Exclusive e-Auction Scheme

The modalities for extension of the Usance LC for the above categories of consumers based on the above said approval of CIL Board is attached.

The Subsidiary Companies are advised to immediately notify the modalities to the consumers and take further actions for the implementation of the decision.

Thanking you,

Yours faithfully,


(S.N.Tiwary)
Director (Marketing)

Encl: as above

Copy to: Chairman, CIL

: Director(Finance), CIL

: CMD, BCCL/ ECL/ CCL/ NCL/ MCL/ SECL/ WCL

: GM(M&S), HoD(M&S)/ Comml., HoD(M&S)/ Oprn., HoD(Fin)/ M&S, CIL(HQ)

: GM(M&S)/ HoD(M&S), BCCL/ ECL/ CCL/ NCL/ MCL/ SECL/ WCL

Methodology extending Usance LC for the coal supplies under the FSAs and Special Forward e-Auction Scheme and Exclusive e-Auction Schemes

A. For Power Sector Consumers for supplies under the FSAs:

1. Usance LC facility shall be extended as an option of payment for power consumers (Buyer) drawing coal supplies through FSAs, in addition to advance payment and Irrevocable Revolving Letter of Credit (IRLC).
2. Buyer shall open an Irrevocable Letter of Credit (Usance LC) favoring the Coal Company (Seller). The Buyer shall open the LC for an amount equivalent to 50% of Coal Value i.e., As Delivered Price of Monthly Scheduled Quantity (MSQ) under the FSA.
3. The Usance LC shall have the following conditions inter-alia:
 - a. All Bank Charges including opening charge of Usance LC and discounting charges to be borne by the applicant (Buyer).
 - b. Payment would be made within 3-5 working days upon submission of the Pro-forma invoice by the Seller through RTGS/NEFT as per the instruction of Advising/Negotiating Bank.
 - c. Discrepancies acceptable except quantity and value.
 - d. Beneficiary (Coal companies) shall get payment on sight basis from Advising/Negotiating Bank on due date upon receipt of acceptance for making payment from Issuing Bank. Discounting interest and all other bank charges will be borne by the applicant.
4. Post receipt of the LC, Advising/Negotiating Bank shall intimate the Seller.
5. Seller shall submit the Pro-forma Invoice towards the As Delivered Price of the despatch quantity along with the Railway Receipt (RR), in case of despatch by Rail mode. If there is delay in issue of RR, the pro-forma invoice shall be accompanied with the copy of Forwarding Note and Electronic Print out (EPO) of weighment. The pro-forma invoice shall be raised on rake to rake basis in case of rail despatches and on daily basis in case of despatch by other modes. The Coal Companies shall make arrangements for submission of soft copies of the documents i.e., pro-forma invoice and RR/ Forwarding Note/ EPO etc., to the Advising Bank within 24 hrs of generation of EPO.
6. The LC shall have the provision for the Seller to submit the documents in soft copy and/or Buyer shall submit an undertaking/declaration from the Issuing Bank that soft copy of documents shall be accepted for processing of acceptance of payment. Seller shall submit the documents in soft copy along with digital signature (if required).

7. The Advising/Negotiating Bank shall process the documents promptly and credit the invoice value to seller account within 3 to 5 working days upon receipt of soft copy of the documents from the Seller. The Advising/Negotiating Bank shall get necessary acceptance from the LC issuing bank. Buyers shall ensure that Issuing Bank processes the acceptance immediately upon receipt of soft copy of documents from the Advising/Negotiating Bank, so that the payment is credited to Seller's account within 3 to 5 working days.
8. In case the payment is not made to the Seller within the stipulated time of 3 to 5 working days, Seller shall charge interest @ SBI MCLR (3 months) as applicable on the due date of payment under the LC plus 3% (three percent) for the entire period for which the payment has remained overdue. Further dispatch to the Buyer will be stopped for the Buyer during the period of default. Repeated failure of the Advising Bank to release the payments against the pro-forma invoice within the prescribed timeframe shall give right to the Seller to refuse the LC facility of payment to the Buyer. The LC shall have the provision for the negotiation of such interest bills also.
9. To avoid any operational delays, Coal Consumers shall, preferably open Usance LC with the same bank as the Advising/Negotiating Bank of the Coal Companies. The list(s) of Advising/Negotiating Banks of the Coal Companies shall be circulated by the respective Subsidiary Coal Company.
10. The applicant of Usance LC (Coal Consumer) shall bear the discounting charges and any other bank charges to be charged by the Advising/Negotiating Bank.
11. It should be ensured that there should not be any recourse to the Seller.
12. In addition to Usance LC, the Buyer shall pay advance amount equivalent to seven (7) days coal value by way of Demand Draft/Banker's cheque/NEFT/RTGS.
13. In case of arrear rakes remaining pending for movement at the end of the validity period of the FSA, the Buyer shall extend the validity period of the LC for a further period as may be decided by the Seller or the extant system of advance payment shall be made applicable for such pending rakes. Otherwise, the pending arrear rakes shall be liable to be cancelled at the cost and responsibility of the Buyer.

B. For Non-Regulated Sector Consumers drawing supplies under FSAs by Road mode:

1. The facility shall be extended only for supplies under the FSAs executed through linkage auction route.

2. Buyer shall open an Irrevocable Letter of Credit (Usance LC) favoring the Coal Company (Seller). The Buyer shall open the LC for an amount equivalent to 50% of Coal Value i.e., As Delivered Price of Monthly Scheduled Quantity (MSQ) under the FSA.
3. The Usance LC shall have the following conditions inter-alia:
 - a. All Bank Charges including opening charge of Usance LC and discounting charges to be borne by the applicant (Buyer).
 - b. Payment would be made within 3-5 working days upon submission of the Pro-forma invoice by the Seller through RTGS/NEFT as per the instruction of Advising/Negotiating Bank.
 - c. Discrepancies acceptable except quantity and value.
 - d. Beneficiary (Coal companies) shall get payment on sight basis from Advising/Negotiating Bank on due date upon receipt of acceptance for making payment from Issuing Bank. Discounting interest and all other bank charges will be borne by the applicant.
4. Post receipt of the LC, Advising/Negotiating Bank shall intimate the seller.
5. Buyer shall submit an application to the Seller indicating the quantity for which the DO is desired against the MSQ and advising the Seller to realize the advance amount towards the 'As Delivered Price' of the ordered quantity (i.e., DO quantity) by negotiating a Pro-forma Invoice under the Usance LC. The total value for which DO shall be issued at a time shall not exceed the amount of the LC.
6. Seller shall raise a Pro-forma Invoice towards the 'As Delivered Price' of the quantity for which DO is required to be issued against the MSQ and negotiate it under the Usance LC. Seller shall submit the pro-forma invoice in soft copy along with digital signature (if required). The Usance LC to be established by the Buyer shall have the provision that the soft copy of pro-forma invoices/ documents shall be accepted under the LC for releasing the payment to the Seller.
7. The Advising/Negotiating Bank will process the documents promptly and credit the value of the pro-forma invoice within 3 to 5 working days on receipt of the soft copy of the pro-forma invoice.
8. In case the payment is not released by the Advising Bank to the Seller within 3 to 5 working day of receipt of soft copy of pro-forma invoice, the Seller may accept the payment directly from the Buyer, if the payment is made within the due date of payment notified by the Seller for acceptance of payments against the MSQ.

9. Repeated failure of the Advising Bank to release the payments against the pro-forma invoice within the prescribed timeframe shall give right to the Seller to refuse the LC facility of payment to the Buyer and further payments shall be received only by way of NEFT/ RTGS from the Buyer's account.
10. To avoid any operational delays, Buyer shall, preferably open Usance LC with the same bank as the Advising/Negotiating Bank of the Coal Companies. The list(s) of Advising/Negotiating Banks of the Coal Companies will be circulated by the respective Subsidiaries (Coal Companies).
11. The applicant of Usance LC (Buyer) shall bear the discounting charges and any other bank charges to be charged by the Advising/Negotiating Bank.
12. It should be ensured that there should not be any recourse to the seller (coal companies).
13. In addition to Usance LC, the Buyer shall submit a financial coverage in the form of a banker's cheque/ demand draft/ through NEFT/ RTGS or a bank guarantee issued by an acceptable bank in the prescribed format under the FSA for an amount equal to the estimated As Delivered Price of Coal for 30 days of coal supplies, i.e., ACQ/12, subject to a minimum amount equivalent to a truckload.

C. For Non-Regulated Sector Consumers drawing supplies under FSAs by Rail mode:

1. The facility shall be extended only for supplies under the FSAs executed through linkage auction route.
2. Buyer shall open an Irrevocable Letter of Credit (Usance LC) favoring the Coal Company (Seller). The Buyer shall open the LC for an amount equivalent to 50% of Coal Value i.e., As Delivered Price of Monthly Scheduled Quantity (MSQ) under the FSA.
3. The Usance LC shall have the following conditions inter-alia:
 - a. All Bank Charges including opening charge of Usance LC and discounting charges to be borne by the applicant (Buyer).
 - b. Payment would be made within 3-5 working days upon submission of the Pro-forma invoice by the Seller through RTGS/NEFT as per the instruction of Advising/Negotiating Bank.
 - c. Discrepancies acceptable except quantity and value.
 - d. Beneficiary (Coal companies) shall get payment on sight basis from Advising/Negotiating Bank on due date upon receipt of acceptance for making payment from Issuing Bank. Discounting interest and all other bank charges will be borne by the applicant.

4. Post receipt of the LC, Advising/Negotiating Bank shall intimate the seller.
5. Seller shall submit the Pro-forma Invoice towards the As Delivered Price of the despatch quantity along with the Railway Receipt (RR). If there is delay in issue of RR, the pro-forma invoice shall be accompanied with the copy of Forwarding Note and Electronic Print out (EPO) of Weighment. The pro-forma invoice shall be raised on rake to rake basis. The Coal Companies shall make arrangements for submission of soft copies of the documents i.e., pro-forma invoice and RR/ Forwarding Note/ EPO etc., to the Advising Bank within 24 hrs of generation of EPO.
6. The Advising/Negotiating Bank shall process the documents promptly and credit the invoice value to seller account within 3 to 5 working days upon receipt of soft copy of the documents from the Seller. The Advising/Negotiating Bank shall get necessary acceptance from the LC issuing bank. Coal Consumers shall ensure that Issuing Bank processes the acceptance immediately upon receipt of soft copy of documents from the Advising/Negotiating Bank, so that the payment is credited to Seller's account within 3 to 5 working days.
7. In case the payment is not made to the Seller within the stipulated time of 3 to 5 working days, Seller shall charge interest @ SBI MCLR (3 months) as applicable on the due date of payment under the LC plus 3% (three percent) for the entire period for which the payment has remained overdue. Further dispatch to the Buyer will be stopped for the Buyer during the period of default. Repeated failure of the Advising Bank to release the payments against the pro-forma invoice within the prescribed timeframe shall give right to the Seller to refuse the LC facility of payment to the Buyer. The LC shall have the provision for the negotiation of such interest bills also.
8. To avoid any operational delays, Buyer shall, preferably open Usance LC with the same bank as the Advising/Negotiating Bank of the Coal Companies. The list(s) of Advising/Negotiating Banks of the Coal Companies shall be circulated by the respective Subsidiary Coal Company.
9. The applicant of Usance LC (Buyer) shall bear the discounting charges and any other bank charges to be charged by the Advising/Negotiating Bank.
10. It should be ensured that there should not be any recourse to the Seller.
11. In case of arrear rakes remaining pending for movement at the end of the validity period of the FSA, the Buyer shall extend the validity period of the LC for a further period as may be decided by the Seller or the extant system of advance payment shall be made applicable for such pending rakes. Otherwise, the pending arrear rakes shall be liable to be cancelled at the cost and responsibility of the Buyer.
12. In addition to Usance LC, the Buyer shall pay advance amount equivalent to seven (7) days coal value by way of Demand Draft/Banker's cheque/NEFT/RTGS.

13. The provision for financial coverage for an for an amount equal to the estimated As Delivered Price of Copal for 30 days of coal supplies, i.e., ACQ/12, subject to a minimum amount equivalent to the As Delivered Price of Coal of one rake-load, shall also apply as stipulated in the FSA.

D. For release of coal under Special Forward & Exclusive e-Auction Schemes:

Auctions under Special Forward e-Auction Scheme is conducted for the Power Sector Consumers for a longer period of time, say 3 to 12 months. Similarly, auctions under Exclusive e-Auction Scheme is conducted for the consumers in NRS. The quantity secured by the Bidder under these scheme period is released in terms of Monthly Scheduled Quantity (MSQ), which is arrived by dividing the Bid Quantity by the total number of months for which the auction is held or as mutually agreed between the Coal Company and the Bidder.

The modalities for extending the Usance LC facility under these schemes by Road and Rail mode shall be similar to the modalities for the supplies under the FSAs executed under linkage auction route, as described under Part B & C above.

Usance LC facility shall be extended under Special Forward & Exclusive e-Auction Schemes initially for a period for the events of auctions conducted under these two schemes upto September, 2020.

ईस्टर्न कोलफिल्ड्स लिमिटेड

(कोल इंडिया का एक उपक्रम)

विपणन एवम विक्रय विभाग

सांक्तोडिया, पो: डिसेरगढ़

जिला: बर्धवान ७१३३३३

दूरभाष: ०३४१-२५२०२०९

ईमेल: gmsalesecl@gmail.com

वेबसाइट: www.easterncoal.gov.in



Eastern Coalfields Limited

(A subsidiary of Coal India Ltd)

Marketing & Sales Department

Sanctoria. PO. Dishergarh,

Dist. Burdwan 713333

Phone : 0341 2520209

CIN-U10101WB1975GO1030295

E-Mail: gmsalesecl@gmail.com

Website: www.easterncoal.gov.in

(An ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 Certified Company)

ECL/HQ/M&S/Realisation/ 227

10 April 2020

Sub: Standard Operating Procedure for Usance LC

Further to Notice no. ECL/HQ/M&S/Notice/222 dated 04.04.2020 and subsequent SoP issued by CIL vide no. CIL/DM/COS-9/1840-R dated 08.04.2020, the Standard Operating Procedure for Usance LC, as approved by the competent authority shall be as under:

- 1) Coal Consumers (Buyer) having a Fuel Supply Agreement with ECL (Seller).
- 2) Buyer will open an irrevocable Letter of Credit (Usance LC) favoring Advising/Negotiating Bank of ECL. The Buyer (Coal Consumer) will open the LC for an amount of Coal Value equivalent to Monthly Scheduled Quantity (MSQ) plus 10% to take care of any supplementary bills, if any, to be raised by ECL in due course.
- 3) **The Usance LC shall have the following conditions inter-alia:**
 - a) All Bank Charges including discounting charges to be borne by the applicant.
 - b) Payment would be made on the due date through RTGS/NEFT as per the instruction of Advising/Negotiating Bank.
 - c) Discrepancies acceptable except quantity and value.
 - d) Beneficiary (ECL) will get payment on sight basis from Advising/Negotiating Bank upon receipt of acceptance for making payment on due date from Issuing Bank. Discounting interest and all other bank charges will be borne by the applicant.
- 4) Post receipt of the LC, Advising/Negotiating Bank will intimate the seller.
- 5) ECL will submit the following documents viz. Proforma Invoice, Electronic Print out (EPO) of Weighment / Forwarding-Notes/ Challan cum GST invoice, as applicable for different modes of transport as per terms of LC to the Advising/Negotiating Bank. ECL will submit the document in soft copy along with digital signature (if required) within 24 hrs of generation of EPO. Coal Consumers will submit an undertaking/declaration from the Issuing Bank that soft copy of documents shall be accepted for processing of acceptance of payment.
- 6) Advising/Negotiating Bank will process the documents promptly and credit the invoice value to ECL's account. Advising/Negotiating Bank will get acceptance from the LC issuing bank. Coal Consumers shall ensure that Issuing Bank processes the acceptance within 24 hrs of receipt of soft copy of documents from the Advising/Negotiating Bank. In case the Issuing Bank does not provide acceptance within the stipulated time, a 15% surcharge on the total coal value will be charged as penalty from the Coal Consumer and further dispatch will be stopped for that particular Coal Consumer.

- 7) To avoid any operational delays, Coal Consumers shall open Usance LC with the same bank as the Advising/Negotiating Bank of ECL. The list(s) of Advising/Negotiating Banks of the Coal Companies will be circulated by ECL.
- 8) The applicant of Usance LC (coal consumer) shall bear the discounting charges and any other bank charges to be charged by the Advising/Negotiating Bank.
- 9) It should be ensured that there should not be any recourse to the seller (ECL).
- 10) In addition to Usance LC, the purchaser shall pay advance amount equivalent to seven (7) days coal value by way of Demand Draft/Banker's cheque/NEFT/RTGS.

afw
10/4/2020
Ajit Singh
HOD (M&S)

Copy for kind information to:

- CMD, ECL
- D(M), CIL
- DT(PP), DT(OP), D(F), ECL

Distribution:

- GM (M&S), CIL
- GM (F) I/C, ECL
- GM Systems, ECL
- All Area General Managers, ECL
- HOD, ECL Kolkata
- Notice Board

ईस्टर्न कोलफिल्ड्स लिमिटेड

(कोल इंडिया का एक उपक्रम)

विपणन एवम विक्रय विभाग

सांक्तोडिया, पो: डिसेरगढ़

जिला: बर्धवान ७१३३३३

दूरभाष: ०३४१-२५२०२०९

ईमेल: gmsalesecl@gmail.com

वेबसाइट: www.easterncoal.gov.in



Eastern Coalfields Limited

(A subsidiary of Coal India Ltd)

Marketing & Sales Department

Sanctoria, PO. Dishergarh,

Dist. Burdwan 713333

Phone : 0341 2520209

CIN-U10101WB1975GO1030295

E-Mail: gmsalesecl@gmail.com

Website: www.easterncoal.gov.in

(An ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 Certified Company)

ECL/HQ/M&S/Notice/ २२२

04/04/2020

Notice for Power Sector FSA consumers drawing coal by Rail mode from ECL

Sub: Payment of coal value through Irrevocable Revolving Letter of Credit (Usance LC)

This is for information to all concerned that coal value through Irrevocable Revolving Letter of Credit (Usance LC) mechanism from power sector FSA consumers would be acceptable.

All interested power sector consumers having FSA with ECL can avail this facility by complying the following:

1. Consumer shall open an Irrevocable Revolving Letter of Credit (Usance LC) favouring advising and negotiating Bank of ECL.
2. Post receipt of the Usance LC through SFMS, advising bank will intimate ECL.
3. ECL will submit requisite documents viz. request proforma invoice / bill including EPS & F note as per terms of the Usance LC to the advising bank electronically.
4. Advising Bank will process the documents to the Usance LC issuing bank for acceptance without any recourse.
5. Advising Bank will discount the bill and credit the full invoice value to the ECL A/C on post acceptance basis.
6. Other details shall be incorporated in the Usance LC terms and conditions and MOU to be signed between ECL, FSA holder and the Bank for smooth operations.
7. All the terms and conditions, policy guidelines as formulated by CIL/ECL in this regard shall be complied with.
8. CIL/ECL shall reserve the right to amend/cancel/modify the above guidelines at any time without assigning any reason thereof.

Entitled FSA holders interested in exercising option of payment of coal value through this optional payment mechanism in lieu of the already available options of FSA provisions may contact the office of HOD (M&S), ECL Sanctoria with a written consent for proceeding further.

Ajit Singh
4/4/2020,
(Ajit Singh)
HOD (M&S)

Copy for kind information:

- CMD, ECL
- DM, CIL
- DT(PP), DT(OP), DF, ECL

Distribution:

- GM (M&S), CIL
- GM (F) I/C, ECL
- GM Systems, ECL
- HOD, ECL Kolkata
- Notice Board

ईस्टर्न कोल्फील्ड्स लिमिटेड
(कोल इंडिया लिमिटेड का एक अंग)
बिभागीय प्रधान का कार्यालय
कोल हाउस
13, आर एन मुखर्जी रोड
कोलकाता ७००००९



EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Ltd.)
Office Of the Head Of the Department
COAL HOUSE
13, R. N. Mukherjee Road
Kolkata – 700001
Phone : 2248-6266/67 Fax : 2248-0512
CIN No : U10101WB1975GO1030295

Ref No : ECL/KOL/HOD/M&S/ *MD*.

Date : 20.01.2020

NOTICE

Revision of Surface Transport Charges (STC) for different distance slabs

In pursuance to the Board approval of the ECL Board of Directors in 327th Board meeting held on 16.01.2020, the Surface Transport Charges (STC) for transportation of coal from pit head up to loading point of distance slabs, within 0-3 Kms. & +10 to 20 Kms. has been revised.

It is hereby notified that with effect from 00:00 Hour of 18.01.2020, the Surface Transport Charges (STC) applicable for the lead distance Slab shall be as under:

Sl.No.	Lead Distance (in Kms)	Existing Surface Transport Charges (Rs./Tonne)	Surface Transport Charges (Rs./Tonne) applicable w.e.f. 00:00 Hrs of 18.01.2020
1	0 to 3 Kms.	29.00	34.00
2	More than 3 Kms. To 10 Kms.	61.00	61.00
3	More than 10 Kms. To 20 Kms.	84.00	87.00
4	More than 20 Kms.	Actual	Actual

With reference to above this is also to notify all concerned that for road despatches, quantity will be regulated proportionately till the customers deposit difference money for the revised rates as applicable at Area/Kolkata Sales Office.

Ghosh
20/01/2020

HOD

Kolkata Sales Office
Eastern Coalfields Ltd.

Copy to:

T.S. to D(T) OP ECL

T.S. to D(F) ECL

GM (System) ECL, Sancotria.

G.M (F)I/C, ECL ,Sanctoria.

DGM/HOD (M&S) ECL HQ- with the request to arrange for uploading in ECL website

All Area Finance Manager, ECL

All Area Sales Manager, ECL

Sri D.Dutta, CM (Sys) ECL Kolkata

Sri J.K Jha, CM(M&S), ECL Kolkata

Smt.N.Guhaneogi, CM (F)/ IC, ECL Kolkata

Sri S.Ghosh, Sr. Manager (Mining), ECL Kolkata

Notice Board, ECL Kolkata Sales Office/ Sanctoria Sales Office

ईस्टर्न कोल्फील्ड्स लिमिटेड
(कोल इंडिया लिमिटेड का एक अंग)
बिभागीय प्रधान का कार्यालय
कोल हाउस
13, आर एन मुखर्जी रोड
कोलकाता ७००००१



EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Ltd.)
Office Of the Head Of the Department
COAL HOUSE
13, R. N. Mukherjee Road
Kolkata – 700001
Phone : 2248-6266/67 Fax : 2248-0512
CIN No : U10101WB1975GO1030295

Ref No : ECL/KOL/HOD/M&S/ 208D

Date : 01.08.2019

NOTICE

Revision of Surface Transport Charges (STC) for different distance slabs

In pursuance to the Board approval of the ECL Board of Directors in 324th Board meeting held on 30.07.2019, the Surface Transport Charges (STC) for transportation of coal from pit head up to loading point of distance slabs, within 0-3 Kms. & +10 to 20 Kms. has been revised.

It is hereby notified that with effect from 00:00 Hour of 31.07.2019, the Surface Transport Charges (STC) applicable for the lead distance Slab shall be as under:

Sl.No.	Lead Distance (in Kms)	Existing Surface Transport Charges (Rs./Tonne)	Surface Transport Charges (Rs./Tonne) applicable w.e.f. 00:00 Hrs of 31.07.2019
1	0 to 3 Kms.	27.00	29.00
2	More than 3 Kms. To 10 Kms.	61.00	61.00
3	More than 10 Kms. To 20 Kms.	71.00	84.00
4	More than 20 Kms.	Actual	Actual

With reference to above this is also to notify all concerned that for road despatches, quantity will be regulated proportionately till the customers deposit difference money for the revised rates as applicable at Area/Kolkata Sales Office.

S. M.
01/08/19
HOD

Kolkata Sales Office
Eastern Coalfields Ltd.

Copy to:

T.S. to D(T) OP ECL

T.S. to D(F) ECL

GM (System) ECL, Sancotria.

G.M (F)/C, ECL, Sanctoria.

DGM/HOD (M&S) ECL HQ- with the request to arrange for uploading in ECL website

All Area Finance Manager, ECL

All Area Sales Manager, ECL

Sri D.Dutta, CM (Sys) ECL Kolkata

Sri J.K Jha, CM(M&S), ECL Kolkata

Sr. Manager (F)/ IC, ECL Kolkata

Sri S.Ghosh, Sr. Manager (Mining), ECL Kolkata

Notice Board, ECL Kolkata Sales Office/ Sanctoria Sales Office

ECL



Eastern Coalfields Limited
(A subsidiary of Coal India Limited)
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13, R. N. MUKHERJEE ROAD
Kolkata 700001
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CIN – U10101WB1975GOI030295
Fax -033 2248 0512
Email : eclrmukherjee@yahoo.co.in

NOTICE

ECL/KOL/M&S/HOD/ 29D.

Dated: 14/02/2019

Subject: Amendments providing for Third Party Sampling in various models of FSA for Non-Power Sector.

General Manager (M&S), CIL vide letter ref.no. CIL/M&S/New Pol/47252/664 Date:20.12.2018 (copy enclosed) has informed that certain modifications have been made for uniformity in third party sampling related clauses of model FSAs for non regulated sector (NRS) under Linkage Auction and High Demand FSA model (existing and LOA route) in which the third party sampling provisions already exist. Modifications are enclosed as under:

a) For Model FSAs for non-regulated consumers for low, medium and high demand (existing and LOA route) Annx.I

b) For NRS Model FSAs for Linkage Auction (all sub sectors under all tranches). -Annx.II

It has also been informed that the modifications given are applicable for all existing FSAs including future Non-Power FSAs till further modifications, if any.

In view of the above all categories of consumers having FSAs under Non-Regulated sector for low, medium & high demand (existing & LOA route) and consumers having FSAs under NRS Model for Linkage Auction (all sub-sector under all tranches) with ECL are required to execute the amendments as specified in Annexure I & Annexure II given by CIL.

All the concerned consumers in the aforesaid categories are hereby requested to contact M&S Department, ECL HQ, Sanctoria/ECL Kolkata Sales Office for a mutually convenient date with two (2) Non-Judicial Stamp paper of Rs.100/- each for execution of amendments providing for Third Party Sampling in respective valid FSAs for Non-Power Sector.

Encl.:As above

[Signature]
14/02/19
HOD, ECL, Kolkata


Copy to:

✓ DGM/HOD (M&S), ECL HQ – with the request to arrange for uploading in ECL website.

Chief Manager (M&S), ECL, Kolkata.

Sr.Manager(Mining), ECL, Kolkata

Notice Board, ECL Kolkata Sales Office/Sanctoria Sales Office

<p>कोल इंडिया लिमिटेड विक्रय तथा विपणन विभाग</p> <p>कोल भवन, प्रांगण सं 04 एमएआर, प्लॉट सं - एएफ-III, एक्शन एरिया - 1ए न्यू टाउन, राजरहाट, कोलकाता- 700 156 फोन: 033-23244214, फैक्स: 033-23244229 सीआईएन: L23109WB1973GO1028844 ईमेल : gmsnm@coalindia.in वेबसाइट : www.coalindia.in</p>		<p>COAL INDIA LIMITED SALES AND MARKETING DEPARTMENT</p> <p>COAL BHAWAN, PREMISE NO- 04 MAR PLOT- NO -AF-III, ACTION AREA-IA, NEWTOWN, RAJARHAT, KOLKATA -700 156 Ph:033-23244214,Fax: 033-23244229 CIN: L23109WB1973GO1028844 E-MAIL : gmsnm@coalindia.in WEBSITE : www.coalindia.in</p>
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No. CIL/M&S/New Pol/ 47252/664

Date: 20.12.2018

To
The GM/HOD(M&S)
ECL/CCL/BCCL/SECL/WCL/MCL/NCL.
GM, NEC.

Sub: Amendments providing for third party sampling in various models of FSAs for Non-power sector.

Dear Sir,

Third party sampling facility was extended to all consumers as per the decision of 353rd CIL Board held on 18 & 19.12.2017.

In pursuance to the aforesaid decision of CIL Board enabling clauses for third party sampling in Fuel Supply Agreements (FSAs) where it did not exist have been provided. Certain modifications have been made for uniformity in third party sampling related clauses of model FSAs for non regulated sector (NRS) under Linkage Auction and High Demand FSA model (existing and LOA route) in which the third party sampling provisions already exist. Modifications are enclosed as under:

- For Model FSAs for non-regulated consumers for low, medium and high demand (existing and LOA route) **Annx. I**
- For NRS Model FSAs for Linkage Auction (all sub sectors under all tranches). - **Annx. II**

Enclosed modifications are applicable for all existing FSAs including future non- power FSAs till further modifications if any. This issues with approval of competent authority.

The above is for kind information and further needful including notifying on respective websites.

Encl: as above.

Yours faithfully,


General Manager (M&S)

Copy to:

Director (Marketing), CIL.

HOD (Finance -M&S)

GM (Systems), CIL - with a request to arrange for hosting the above on CIL's website under the link 'Our Business' > 'Marketing & Sales' in NCDP- FSA tab and Auction of linkages of non-regulated sector tab.
M/s MSTC Ltd. - With a request to upload Annexure II in Linkage Auction NRS notification/FSA platform.

MODIFICATIONS/ADDITIONAL CLAUSES IN NON- POWER FSAs ENABLING THIRD PARTY SAMPLING

EXISTING CLAUSES	MODIFIED CLAUSES
<p>FSA - LOW DEMAND < 50,000 tpa (Model FSAs for Existing & LOA route consumers)</p>	
<p>1 r) - not existing (existing consumers) 1 x)- not existing (LOA route consumers)</p>	<p>1. Definitions: “ Third Party Agency” shall mean the independent agency appointed for conduct of third party sampling in accordance with Clause 5.2</p>
<p>5. QUALITY:</p> <p>The quality of the Coal to be supplied from the mines of the Seller as far as possible shall be within the specifications as per Schedule-II to this Agreement. The Seller shall take all reasonable steps to remove stone, shale and extraneous matters before the loading of the coal. Complaint, if any, shall be made by the Purchaser giving specific details of the consignment to the CGM (S&M) / GM (S&M) of the Seller and also to Colliery/Area authorities for remedial action. Any such complaint shall be made at the colliery site/ Delivery Point.</p>	<p>5. QUALITY:</p> <p>5.1 The quality of the Coal to be supplied from the mines of the Seller as far as possible shall be within the specifications as per Schedule-II to this Agreement. The Seller shall take all reasonable steps to remove stones above 250mm (in size), shale and extraneous matters before the loading of the coal. Complaint, if any, regarding the quality of coal shall be made by the Purchaser giving specific details of the consignment to the GM (M&S) of the Seller.</p> <p>5.2 Third Party Sampling</p> <p>5.2.1 The Third Party Sampling facility shall be extended as an option to the buyers.</p> <p>5.2.2 Notwithstanding anything to the contrary contained herein, the Purchaser shall be required to inform the Seller in writing on the Signature Date whether it proposes to avail third party sampling from a Third Party Agency in accordance with the terms hereof. Purchaser who is not desirous of availing the option of third party sampling shall give an undertaking to this effect.</p> <p>5.2.3 In the event the Purchaser intimates the Seller that it is desirous of availing third party sampling by the Third Party Agency, such facility shall be allowed as per following conditions.</p> <p>(i) The facility shall be extended at the Delivery Point only and such third party sampling shall be undertaken for the supplies against this FSA in accordance with the procedure for third party sampling for non- power consumers as per Schedule V.</p>

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

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

(iv) For commencement of third party sampling a Tripartite agreement shall be signed by the purchaser, seller and the third party within a time frame as decided mutually by the parties involved as per format available with coal company. Till such time 5.2.3(ii) or 5.2.3 (iii) shall be applicable as the case may be.

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

5.2.4 In case of a variation of Grade of Coal (decided on the basis of third party sampling by the Third Party Agency) as compared to the declared Grade of Coal, the Purchaser shall pay for the supplied grade of coal as per final analysis report of third party agency/joint sampling/ referee lab as applicable.

5.2.5 Notwithstanding the above, it is clarified that in case of coking coal, if pursuant to the third party sampling by a Third Party Agency, the test results establish that the Grade of Coal supplied falls outside the categorization stipulated in Table I of the Ministry of Coal notification dated June 16, 1994, as modified from time to time, then the supplied coal shall be deemed to be non-coking coal. Such non-coking coal shall be graded on GCV

	<p>bands and the grade for such non-coking coal shall be established on the GCV band within which it falls.</p> <p>5.2.6 Purchaser who does not opt for third party sampling on the signature date may once exercise this option subsequently, any time during the term of the agreement. It is further provided that the purchaser opting for third party on either on signature date or subsequent date may be allowed to discontinue the arrangement subject to written consent of the buyer. However once the buyer opts out of third party sampling after availing it, he shall not be allowed to opt for third party sampling again in the entire term of the agreement.</p> <p>5.2.7 Notwithstanding anything to the contrary contained herein, in the event that the Purchaser does not opt for third party sampling by a Third Party Agency, it shall be obligated to pay, for all supplies against the FSA, the coal value in respect of the declared Grade of Coal and shall not, in any way be entitled to benefit from or rely on the results of third party sampling availed by any other purchaser of Coal.</p>
<p>10.5 Modalities for Billing, Claims & Payment</p> <p>10.5.1 The Seller shall raise and the Purchaser shall pay the bills for Coal supplies on Declared Grade basis in accordance with Clause 10.3 above.</p> <p>10.5.2 Further, the Parties shall jointly reconcile all payments made for the monthly Coal supplies during the Year, by end of April of the following Year. The Parties shall, forthwith, give credit/debit for the amount falling due, if any, as assessed during such joint reconciliation. The annual reconciliation statement shall be jointly signed by the authorised representative of the Seller and the Purchaser which shall be final and binding.</p> <p>10.5.3 In the event of due date of any payment obligation under this Agreement falling on Sunday or a gazetted holiday, the next first working day shall be the effective due date for the purpose.</p>	<p>10.5 Modalities for Billing, Claims & Payment</p> <p>10.5.1 The Seller shall raise and the Purchaser shall pay the bills for Coal supplies on Declared Grade basis in accordance with Clause 10.3 above. Necessary reconciliations shall be done between the Parties on the basis of the analyzed Grade of Coal in accordance with Clause 5.</p> <p>10.5.2 Credit/debit note, as the case may be, shall be raised by the concerned coal company towards the difference between the notified price of declared grade and notified price of for the supplied grade of coal as per the third party/Joint sampling/referee lab result as the case may be, within seven days after reconciliation of final results. In case of issue of Debit note, the differential price with all applicable taxes and levies shall be payable.</p> <p>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</p>

<p>10.5.4 Where a Party makes any payment to the other Party by a cheque, in the event of dishonor of such cheque for whatever reason, notwithstanding other remedies and consequences, the other Party shall have the right to discontinue/withdraw the facility of accepting payment by cheque.</p>	<p>in respect of other taxes and levies, shall be adjusted/refunded if and when received by the Seller.</p> <p>The amount payable by the Purchaser or refundable by the Seller shall be settled within 30 (thirty) days of the signing of the annual reconciliation statement under Clause 10.5.3. Notwithstanding the aforesaid, in the event of termination of this Agreement pursuant to Clause 15, the annual reconciliation shall be done at the time of termination and the monies shall be paid by the Purchaser or the Seller, as the case may be, within 30 (thirty) days from the date of termination of the Agreement.</p> <p>10.5.3 The Parties shall jointly reconcile all payments made for the monthly Coal supplies during the Year by end of April of the following Year. The Parties shall, forthwith, give credit/debit for the amounts falling due, if any, as assessed during such joint reconciliation. The annual reconciliation statement shall be jointly signed by the authorized representative of the Seller and the Purchaser, which shall be final and binding.</p> <p>10.5.4 In the event of due date of any payment obligation under this Agreement falling on Sunday or a gazetted holiday, the next first working day shall be the effective due date for the purpose.</p> <p>10.5.5 Where a Party makes any payment to the other Party by a cheque, in the event of dishonor of such cheque for whatever reason, notwithstanding other remedies and consequences, the other Party shall have the right to discontinue/withdraw the facility of accepting payment by cheque.</p>
<p><u>17. SCHEDULES/ANNEXURES</u></p>	<p><u>17. Schedules/Annexures</u> Schedule -V - Procedure for third party sampling for non- power sector inclusive of note on joint sampling.</p>

<p>FSA - MEDIUM DEMAND, 50,000 to 4,00,000 tpa (Model FSAs for Existing & LOA route consumers)</p>	
<p>Existing</p>	<p>Modified</p>
<p>1 t) - not existing (existing consumers FSA model) 1 z)- not existing (LOA route consumers FSA model)</p>	<p>1.Definitions: " Third Party Agency" shall mean the independent agency appointed for conduct of third party sampling in accordance with Clause 5.2</p>
<p>5. QUALITY: (same for both existing and LOA route consumers)</p> <p>5.1 The quality of the Coal to be supplied from the mines of the Seller shall, as far as possible, be within the specifications as per Schedule-II to this Agreement. The Seller shall take all reasonable steps to remove stone, shale and extraneous matters before the loading of the coal.</p> <p>5.2 If the quality of the Coal supplied from the mines of the Seller i.e. the grade, as determined in terms of Clause 8 hereinafter, falls beyond the limits as specified in Schedule II, the Purchaser shall bring the same to the attention of the Seller by a Notice in writing for taking appropriate remedial action.</p>	<p>5. QUALITY:</p> <p>5.1 The quality of the Coal to be supplied from the mines of the Seller as far as possible shall be within the specifications as per Schedule-II to this Agreement. The Seller shall take all reasonable steps to remove stones above 250mm (in size), shale and extraneous matters before the loading of the coal. Complaint, if any, regarding the quality of coal shall be made by the Purchaser giving specific details of the consignment to the GM (M&S) of the Seller.</p> <p>5.2 Third Party Sampling</p> <p>5.2.1 The Third Party Sampling facility shall be extended as an option to the buyers.</p> <p>5.2.2 Notwithstanding anything to the contrary contained herein, the Purchaser shall be required to inform the Seller in writing on the Signature Date whether it proposes to avail third party sampling from a Third Party Agency in accordance with the terms hereof. Purchaser who is not desirous of availing the option of third party sampling shall give an undertaking to this effect.</p> <p>5.2.3 In the event the Purchaser intimates the Seller that it is desirous of availing third party sampling by the Third Party Agency, such facility shall be allowed as per following conditions.</p> <p>(i) The facility shall be extended at the Delivery Point only and such third party sampling shall be undertaken for the supplies against this FSA in accordance with the procedure for third party sampling for non- power consumers as per Schedule V.</p> <p>(ii) If for any reason whatsoever, the third party sampling cannot be conducted in accordance with the procedure for third party sampling for non-power consumers as per Schedule V, joint sampling and analysis shall be carried out by the</p>

Seller in presence of the Purchaser at the Delivery Point in accordance with the modalities for joint sampling as noted in schedule V . However failure of the purchaser to be present will not invalidate or be a ground for disputing the sampling and analysis carried out by the seller.

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

(iv) For commencement of third party sampling a Tripartite agreement shall be signed by the purchaser, seller and the third party within a time frame as decided mutually by the parties involved as per format available with coal company. Till such time 5.2.3(ii) or 5.2.3 (iii) shall be applicable as the case may be.

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

5.2.4 In case of a variation of Grade of Coal (decided on the basis of third party sampling by the Third Party Agency) as compared to the declared Grade of Coal, the Purchaser shall pay for the supplied grade of coal as per final analysis report of third party agency/ referee lab as applicable.

5.2.5 Notwithstanding the above, it is clarified that in case of coking coal, if pursuant to the third party sampling by a Third Party Agency, the test results establish that the Grade of Coal supplied falls outside the categorization stipulated in Table I of the Ministry of Coal notification dated June 16, 1994, as modified from time to time, then the supplied coal shall be deemed to be non-coking coal. Such non-coking coal shall be graded on GCV bands and the grade for such non-coking coal shall be established on the GCV band within which it falls.

	<p>5.2.6 Purchaser who does not opt for third party sampling on the signature date may once exercise this option subsequently, any time during the term of the agreement. It is further provided that the purchaser opting for third party on either on signature date or subsequent date may be allowed to discontinue the arrangement subject to written consent of the buyer. However once the buyer opts out of third party sampling after availing it, he shall not be allowed to opt for third party sampling again in the entire term of the agreement.</p> <p>5.2.7 Notwithstanding anything to the contrary contained herein, in the event that the Purchaser does not opt for third party sampling by a Third Party Agency, it shall be obligated to pay, for all supplies against the FSA, the coal value in respect of the declared Grade of Coal and shall not, in any way be entitled to benefit from or rely on the results of third party sampling availed by any other purchaser of Coal.</p>
<p>8. DETERMINATION OF COAL QUALITY: (existing consumer)</p> <p>For determination of the quality of Coal supplied, the grade as declared by the Seller shall be reckoned as correct for all purposes. However, the Seller shall take all reasonable steps to remove stones, shales and extraneous matter before loading of coal. Complaint if any, on the matter of coal quality shall be made by the Purchaser giving specific details of the consignment to the CGM (S&M) / GM (S&M) of the Seller and also to Colliery/Area authorities for remedial action. The Purchaser shall be entitled to witness/complain regarding the quality of coal at the colliery end/loading point.</p> <p>8. DETERMINATION OF COAL QUALITY: (LOA route consumer)</p> <p>For determination of the quality of Coal supplied, the grade as declared by the Seller shall be reckoned as correct for all purposes. Complaint if any, on the matter of Coal quality shall be made by the Purchaser giving specific details of the</p>	<p>Deleted.</p>

<p>consignment to the CGM (S&M) / GM (S&M) of the Seller and also to colliery/area authorities for remedial action. Any complaint regarding quality of Coal shall be made at the colliery end/ Delivery Point.</p>	
<p>11.5 Modalities for Billing, Claims & Payment</p> <p>11.5.1 The Seller shall raise and the Purchaser shall pay the bills for Coal supplies on Declared Grade basis in accordance with Clause 11.3 above.</p> <p>11.5.2 Further, the Parties shall jointly reconcile all payments made for the monthly Coal supplies during the Year, by end of April of the following Year. The Parties shall, forthwith, give credit/debit for the amount falling due, if any, as assessed during such joint reconciliation. The annual reconciliation statement shall be jointly signed by the authorised representative of the Seller and the Purchaser which shall be final and binding.</p> <p>11.5.3 In the event of due date of any payment obligation under this Agreement falling on Sunday or a gazetted holiday, the next first working day shall be the effective due date for the purpose.</p>	<p>11.5 Modalities for Billing, Claims & Payment</p> <p>11.5.1 The Seller shall raise and the Purchaser shall pay the bills for Coal supplies on Declared Grade basis in accordance with Clause 11.3 above. Necessary reconciliations shall be done between the Parties on the basis of the analyzed Grade of Coal in accordance with Clause 5.</p> <p>11.5.2 Credit/debit note, as the case may be, shall be raised by the concerned coal company towards the difference between the notified price of declared grade and notified price of the supplied grade of coal as per the third party/Joint sampling/referee lab result as the case may be, within seven days after reconciliation of final results. In case of issue of Debit note, the differential price with all applicable taxes and levies shall be payable.</p> <p>In case of issue of credit note, adjustment/refund of differential price along with Goods & Services Tax (GST) shall be made as applicable. Any credit in respect of other taxes and levies, shall be adjusted/refunded if and when received by the Seller.</p> <p>The amount payable by the Purchaser or refundable by the Seller shall be settled within 30 (thirty) days of the signing of the annual reconciliation statement under Clause 11.5.3. Notwithstanding the aforesaid, in the event of termination of this Agreement pursuant to Clause 16, the annual reconciliation shall be done at the time of termination and the monies shall be paid by the Purchaser or the Seller, as the case may be, within 30 (thirty) days from the date of termination of the Agreement.</p> <p>11.5.3 The Parties shall jointly reconcile all payments made for the monthly Coal supplies during the Year by end of April of the following Year. The Parties shall, forthwith, give credit/debit for the amounts falling due, if any, as assessed during such joint reconciliation. The annual</p>

	<p>reconciliation statement shall be jointly signed by the authorized representative of the Seller and the Purchaser, which shall be final and binding.</p> <p>11.5.4 In the event of due date of any payment obligation under this Agreement falling on Sunday or a gazetted holiday, the next first working day shall be the effective due date for the purpose.</p>
<p><u>18. SCHEDULES/ANNEXURES</u></p>	<p>18. SCHEDULES/ANNEXURES</p> <p>Schedule -V - Procedure for third party sampling for non- power sector inclusive of note on joint sampling.</p>

FSA - HIGH DEMAND > 4,00,000 tpa (Model FSA for existing and LOA route consumers)	
Existing	Modified
<p>1 t) - (existing consumers FSA model) 1 z)- (LOA route consumers FSA model) "Third Party" : The agency appointed for collection, preparation and analysis of coal samples at loading points and relevant documentation.</p>	<p>1.Definitions: " Third Party Agency" shall mean the independent agency appointed for conduct of third party sampling in accordance with Clause 5.2.</p>
<p><u>5. QUALITY</u></p> <p>5.1 The quality of the Coal to be supplied from the mines of the Seller shall, as far as possible, be within the specifications as per Schedule-II to this Agreement. The Seller shall take all reasonable steps to remove stone, shale and extraneous matters before the loading of the Coal.</p> <p>5.2 If the quality of the Coal supplied from the mines of the Seller i.e. the grade, as determined in terms of Clause 8 hereinafter, falls beyond the limits as specified in Schedule II, the same shall be dealt with in accordance with Clause 8.</p> <p>5.3 The Seller shall make adequate arrangements to assess the quality and monitor the same to endeavor that Coal having GCV less than 2200 KCal/kg is not loaded into Purchaser's containers</p> <p>5.4 The Purchaser shall inform the Seller all incidents of presence of oversized Coal, in terms of specifications laid down in Column - (iv) of Schedule -II, in any specific consignment, immediately on its detection at the Delivery Point and the Seller, shall take all reasonable steps to prevent such occurrence at his end.</p> <p>5.5 The Purchaser shall inform the Seller all incidents of presence of stones in any specific consignment immediately on its detection at the Delivery Point. The Seller shall, immediately take all reasonable steps to prevent such occurrence at his end.</p>	<p><u>5. QUALITY</u></p> <p><u>5. QUALITY:</u></p> <p>5.1 The quality of the Coal to be supplied from the mines of the Seller as far as possible shall be within the specifications as per Schedule-II to this Agreement. The Seller shall take all reasonable steps to remove stones above 250mm (in size), shale and extraneous matters before the loading of the coal. Complaint, if any, regarding the quality of coal shall be made by the Purchaser giving specific details of the consignment to the GM (M&S) of the Seller.</p> <p><u>5.2 Third Party Sampling</u></p> <p>5.2.1 The Third Party Sampling facility shall be extended as an option to the buyers.</p> <p>5.2.2 Notwithstanding anything to the contrary contained herein, the Purchaser shall be required to inform the Seller in writing on the Signature Date whether it proposes to avail third party sampling from a Third Party Agency in accordance with the terms hereof. Purchaser who is not desirous of availing the option of third party sampling shall give an undertaking to this effect.</p> <p>5.2.3 In the event the Purchaser intimates the Seller that it is desirous of availing third party sampling by the Third Party Agency, such facility shall be allowed as per following conditions.</p> <p>(i) The facility shall be extended at the Delivery Point only and such third party sampling shall be undertaken for the supplies against this FSA in accordance with the procedure for third party sampling for non- power consumers as per Schedule V.</p>

	<p>(ii) If for any reason whatsoever, the third party sampling cannot be conducted in accordance with the procedure for third party sampling for non-power consumers as per Schedule V, joint sampling and analysis shall be carried out by the Seller in presence of the Purchaser at the Delivery Point in accordance with the modalities for joint sampling as noted in schedule V . However failure of the purchaser to be present will not invalidate or be a ground for disputing the sampling and analysis carried out by the seller.</p> <p>(iii)) If for any reason whatsoever, the third party sampling/ joint sampling cannot be conducted in accordance with the procedure for third party sampling for non- power consumers as per Schedule V , the said consignment will be treated in the manner as in case of buyers not desirous of third party sampling.</p> <p>(iv) For commencement of third party sampling a Tripartite agreement shall be signed by the purchaser, seller and the third party within a time frame as decided mutually by the parties involved as per format available with coal company. Till such time 5.2.3(ii) or 5.2.3 (iii) shall be applicable as the case may be.</p> <p>(v) 50% share of the cost of third party sampling shall be borne by the purchaser in terms of the tripartite agreement. Such payment shall be made by the purchaser directly to the third party agency.</p> <p>5.2.4 In case of a variation of Grade of Coal (decided on the basis of third party sampling by the Third Party Agency) as compared to the declared Grade of Coal, the Purchaser shall pay for the supplied grade of coal as per final analysis report of third party agency/joint sampling/ referee lab as applicable.</p> <p>5.2.5 Notwithstanding the above, it is clarified that in case of coking coal, if pursuant to the third party sampling by a Third Party Agency, the test results establish that the Grade of Coal supplied falls outside the categorization stipulated in Table I of the Ministry of Coal notification dated June 16, 1994, as modified from time to time, then the supplied coal shall be deemed to be non-coking coal. Such non-coking coal shall be graded on GCV</p>
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	<p>bands and the grade for such non-coking coal shall be established on the GCV band within which it falls.</p> <p>5.2.6 Purchaser who does not opt for third party sampling on the signature date may once exercise this option subsequently, any time during the term of the agreement. It is further provided that the purchaser opting for third party on either on signature date or subsequent date may be allowed to discontinue the arrangement subject to written consent of the buyer. However once the buyer opts out of third party sampling after availing it, he shall not be allowed to opt for third party sampling again in the entire term of the agreement.</p> <p>5.2.7 Notwithstanding anything to the contrary contained herein, in the event that the Purchaser does not opt for third party sampling by a Third Party Agency, it shall be obligated to pay, for all supplies against the FSA, the coal value in respect of the declared Grade of Coal and shall not, in any way be entitled to benefit from or rely on the results of third party sampling availed by any other purchaser of Coal.</p> <p>5.3, 5.4 & 5.5 deleted</p>
<p>8. DETERMINATION OF COAL QUALITY:</p> <p>8.1 In the event the Purchaser is desirous of availing third party sampling, such facility shall be allowed at the Delivery Point only and for the Coal produced from Seller's own sources and not for Imported Coal, if any. All such sampling and analysis for determination of Coal quality shall be done in accordance with the relevant BIS Standards and as prescribed under this Clause and Schedule V of this agreement.</p>	<p>Deleted.</p>

<p>8.2 The samples shall be drawn separately for supplies made, from each colliery, grade wise and the venue for collection of samples by the Third Party shall be Delivery Point. The detail of sampling / analysis procedures shall be appended by the Seller.</p> <p>8.3 The quality of the Coal to be supplied from the mines of the Seller shall be as far as possible within specifications as per Schedule-II to this Agreement. Complaint if any, on the matter of Coal quality shall be made by the Purchaser giving specific details of the consignment to the CGM (S&M) / GM (S&M) of the Seller and also to colliery/area authorities for remedial action. Any complaint regarding quality of Coal shall be made at the colliery end/ Delivery Point.</p>	
<p>11.5 <u>Modalities for Billing, Claims & Payment</u></p> <p>11.5.1 The Seller shall raise and the Purchaser shall pay the bills for Coal supplies on Declared Grade basis in accordance with Clause 11.3 above. These bills, however, shall, where applicable, be finally revised and settled between the two Parties on the basis of analyzed grade of Coal in accordance with Clause 8.</p> <p>11.5.2 The Seller or the Purchaser, as the case may be, shall raise their respective claims arising out of quality determination of Coal through sampling and analysis forthwith. Such claim shall be settled within thirty (30) days thereafter.</p> <p>11.5.3 Further, the Parties shall jointly reconcile all payments made for the monthly Coal supplies during the Year by end of April of the following Year. The Parties shall, forthwith, give credit/debit for the amount falling due, if any, as assessed during such joint reconciliation. The annual reconciliation statement shall be jointly signed by the authorised representative of the Seller and the Purchaser which shall be final and binding.</p> <p>11.5.4 In the event of due date of any payment obligation under this Agreement falling on Sunday</p>	<p>11.5 <u>Modalities for Billing, Claims & Payment</u></p> <p>11.5.1 The Seller shall raise and the Purchaser shall pay the bills for Coal supplies on Declared Grade basis in accordance with Clause 11.3 above. Necessary reconciliations shall be done between the Parties on the basis of the analyzed Grade of Coal in accordance with Clause 5.</p> <p>11.5.2 Credit/debit note, as the case may be, shall be raised by the concerned coal company towards the difference between the notified price of declared grade and notified price of for the supplied grade of coal as per the third party/Joint sampling/referee lab result as the case may be, within seven days after reconciliation of final results. In case of issue of Debit note, the differential price with all applicable taxes and levies shall be payable. In case of issue of credit note, adjustment/refund of differential price along with Goods & Services Tax (GST) shall be made as applicable. Any credit in respect of other taxes and levies, shall be adjusted/refunded if and when received by the Seller. The amount payable by the Purchaser or refundable by the Seller shall be settled within 30 (thirty) days of the signing of the annual</p>

<p>or a gazetted holiday, the next first working day shall be the effective due date for the purpose.</p>	<p>reconciliation statement under Clause 11.5.3. Notwithstanding the aforesaid, in the event of termination of this Agreement pursuant to Clause 16, the annual reconciliation shall be done at the time of termination and the monies shall be paid by the Purchaser or the Seller, as the case may be, within 30 (thirty) days from the date of termination of the Agreement.</p> <p>11.5.3 The Parties shall jointly reconcile all payments made for the monthly Coal supplies during the Year by end of April of the following Year. The Parties shall, forthwith, give credit/debit for the amounts falling due, if any, as assessed during such joint reconciliation. The annual reconciliation statement shall be jointly signed by the authorized representative of the Seller and the Purchaser, which shall be final and binding.</p> <p>11.5.4 In the event of due date of any payment obligation under this Agreement falling on Sunday or a gazetted holiday, the next first working day shall be the effective due date for the purpose.</p>
<p>18. SCHEDULES/ANNEXURES - Schedule -V- Detailed Modalities for Third Party Sampling</p>	<p>18. SCHEDULES/ANNEXURES - Schedule -V- Procedure for Third Party Sampling for Non- Power Sector inclusive of note on joint sampling. (Existing Schedule V replaced by new Schedule V)</p>

ANNEXURE II

Modifications/Additional Clauses in Model FSA for supply of coal under NRS Linkage Auction

Model FSA for all sub sectors for all tranches	
EXISTING CLAUSES	MODIFIED CLAUSES
<p>4.4 Invocation/Forfeiture of Performance Security</p> <p>4.4.1 (b) in the event that the Purchaser fails to pay the costs of third party sampling in accordance with Clause 8.1.1 and Clause 8.2.1</p>	<p>4.1 Invocation/Forfeiture of Performance Security</p> <p>4.4.1(b) deleted.</p>
<p>8. METHOD OF ORDER BOOKING AND DELIVERY OF THE COAL</p> <p>8.1 Order Booking by Rail</p> <p>8.1.1 In terms of the notice issued by the Seller before the commencement of a month, the Purchaser shall submit a programme for supply of the Scheduled Quantity in writing to the Seller, as per the applicable railway rules and the Seller’s notified procedures. The Purchaser shall also ensure compliance of the requirements under Clause 11. Thereafter, the Seller shall process for issuance of the consent of the programme.</p> <p><i>The Purchaser shall, at the time of submitting a programme for supply of the Scheduled Quantity in writing to the Seller in accordance with Clause 8.1.1, also pay 50% (fifty per cent.) of the costs (along with applicable taxes and statutory levies, if any) of the third party sampling for the Scheduled Quantity to the Seller, if applicable, as per the terms specified in Annexure VII. The Seller shall transfer the third party sampling costs received from the Purchaser to the Third Party Agency.</i></p> <p>8.2 Order Booking by Road</p> <p>8.2.1 The Seller shall notify the Purchaser of the monthly time schedule for order booking (by road) and advance payment and the</p>	<p>8. METHOD OF ORDER BOOKING AND DELIVERY OF THE COAL</p> <p>8.1 Order Booking by Rail</p> <p>8.1.1 In terms of the notice issued by the Seller before the commencement of a month, the Purchaser shall submit a programme for supply of the Scheduled Quantity in writing to the Seller, as per the applicable railway rules and the Seller’s notified procedures. The Purchaser shall also ensure compliance of the requirements under Clause 11. Thereafter, the Seller shall process for issuance of the consent of the programme.</p> <p>8.2 Order Booking by Road</p> <p>8.2.1 The Seller shall notify the Purchaser of the monthly time schedule for order booking (by road) and advance payment and the Purchaser shall</p>

<p>Purchaser shall deposit 100% (one hundred per cent.) of the Advance Payment in the manner provided in Clause 8.2.2, for the Scheduled Quantity.</p> <p><i>The Purchaser shall, at the time of placing its order for the Scheduled Quantity in accordance with Clause 8.2.2 , also be required to pay costs (along with its share of applicable taxes and statutory levies, if any) for third party sampling for the Scheduled Quantity to the Seller, if applicable, as per the terms specified in Annexure VII. The Seller shall transfer the third party sampling costs so received from the Purchaser to the Third Party Agency</i></p> <p>8.2.3 Subject to receipt of the Advance Payment along with the costs for third party sampling, if applicable, the Seller shall arrange to issue sale order(s)/delivery order(s) and shall also issue necessary loading programme / schedule from time to time. The Purchaser shall arrange to place the required number / type of trucks to lift the Contracted Grade of Coal as per such loading programme / schedule. The Seller shall ensure that the sale order / delivery order in favour of the Purchaser is prepared promptly upon receipt of a notice in this regard from the Purchaser and that the same reaches the Delivery Point/ weighbridge within 5 (five) working days of the last day specified in the notice for booking orders in terms of Clause 8.2.1.</p>	<p>deposit 100% (one hundred per cent.) of the Advance Payment in the manner provided in Clause 8.2.2, for the Scheduled Quantity.</p> <p>8.2.3 Subject to receipt of the Advance Payment the Seller shall arrange to issue sale order(s)/delivery order(s) and shall also issue necessary loading programme / schedule from time to time. The Purchaser shall arrange to place the required number / type of trucks to lift the Contracted Grade of Coal as per such loading programme / schedule. The Seller shall ensure that the sale order / delivery order in favour of the Purchaser is prepared promptly upon receipt of a notice in this regard from the Purchaser and that the same reaches the Delivery Point/ weighbridge within 5 (five) working days of the last day specified in the notice for booking orders in terms of Clause 8.2.1.</p>
<p>9. DETERMINATION OF COAL QUALITY</p> <p>9.1 Notwithstanding anything to the contrary contained herein, the Purchaser shall be required to inform the Seller in writing, on the Signature Date, whether it proposes to avail third party sampling from a Third Party Agency in accordance with the terms hereof. In the event the Purchaser intimates the Seller that it is:</p> <p>(a) desirous of availing third party sampling by the Third Party Agency, such facility shall be</p>	<p>9. DETERMINATION OF COAL QUALITY</p> <p>9.1 <u>Third Party Sampling</u></p> <p>9.1.1 The Third Party Sampling facility shall be extended as an option to the buyers.</p> <p>9.1.2 Notwithstanding anything to the contrary contained herein, the Purchaser shall be required to inform the Seller in writing on the Signature Date whether it proposes to avail third party sampling from a Third Party Agency in accordance with the terms hereof. Purchaser who is not</p>

allowed at the Delivery Point only and such third party sampling shall be undertaken throughout the Term in accordance with the procedure set out in **Annexure VII**. In the event that the Purchaser is desirous of availing third party sampling by the Third Party Agency and for any reason whatsoever, the third party sampling cannot be conducted in accordance with the procedure set out in **Annexure VII**, the Purchaser may opt for joint sampling and analysis to be carried out by the Seller in presence of the Purchaser at the Delivery Point in accordance with such procedures as may be agreed upon between the Parties; and

- (b) not desirous of availing third party sampling, the Purchaser would not be entitled to avail the said facility at any time during the Term.

9.2 Notwithstanding anything to the contrary contained herein, in the event that the Purchaser does not opt for third party sampling by a Third Party Agency, it shall be obligated to pay, *throughout the Term*, the As Delivered Price in respect of the Contracted Grade of Coal delivered to it and shall not, in any way be entitled to benefit from or rely on the results of third party sampling availed by any other purchaser of Coal.

In case of a variation of Grade of Coal (decided on the basis of third party sampling by a the Third Party Agency) as compared to the Contracted Grade of Coal, the Purchaser shall pay the Notified Price (or the latest Indexed Notified Price, as the case may be) of the supplied Grade of Coal plus the Winning Premium of the supplied Grade of Coal, without factoring in royalty payments, taxes etc.

Illustration:

Contracted Grade	G6
Notified Price/ Indexed Notified Price (Rs./ Tonne) (B)	2,280

desirous of availing the option of third party sampling shall give an undertaking to this effect.

9.1.3 In the event the Purchaser intimates the Seller that it is desirous of availing third party sampling by the Third Party Agency, such facility shall be allowed as per following conditions.

(i) The facility shall be extended at the Delivery Point only and such third party sampling shall be undertaken for the supplies against this FSA in accordance with the procedure for third party sampling for non- power consumers as per Annexure VII.

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

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

(iv) For commencement of third party sampling a Tripartite agreement shall be signed by the purchaser, seller and the third party within a time frame as decided mutually by the parties involved as per format available with coal company. Till such time 9.1.3(ii) or 9.1.3 (iii) shall be applicable as the case may be.

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

Winning Premium at the time of auction (Rs./ Tonne) (C)	300
Winning Premium (in % terms at the time of auction) (D=C/B)	13.16
Actually Supplied Grade	G7
Indexed Notified Price of Supplied Grade (Rs./ Tonne) (E)	1,920
Premium of Supplied Grade (Rs./ Tonne) (F=E*D)	252.67
Price Payable for G7 Grade (Rs/Tonne) (I = E+F)	2,172.67

A similar procedure to calculate the applicable price will be followed in case of a downward variation in the Contracted Grade of Coal.

9.1.4 In case of a variation of Grade of Coal (decided on the basis of third party sampling by a the Third Party Agency/joint sampling/referee lab as applicable) as compared to the contracted grade of coal, the winning premium shall be added on the notified price (or the latest Indexed Notified Price, as the case may be) of the supplied grade of coal as illustrated below:

Illustration:

Contracted Grade	G6
Notified Price/ Indexed Notified Price (Rs./ Tonne) (B)	2,280
Winning Premium at the time of auction (Rs./ Tonne) (C)	300
Winning Premium (in % terms at the time of auction) (D=C/B)	13.16
Actually Supplied Grade	G7
Indexed Notified Price of Supplied Grade (Rs./ Tonne) (E)	1,920
Premium of Supplied Grade (Rs./ Tonne) (F=E*D)	252.67
Price Payable for G7 Grade (Rs/Tonne) (I = E+F)	2,172.67

A similar procedure to calculate the applicable price will be followed in case of a upward variation in the Contracted Grade of Coal.

9.1.5 Purchaser who does not opt for third party sampling on the signature date may once exercise this option subsequently, any time during the term of the agreement. It is further provided that the purchaser opting for third party on either on signature date or subsequent date may be allowed to discontinue the arrangement subject to written consent of the buyer. However once the buyer opts out of third party sampling after availing it, he shall not be allowed to opt for third party sampling again in the entire term of the agreement.

9.1.6 Notwithstanding anything to the contrary contained herein, in the event that the Purchaser does not opt for third party sampling by a Third Party Agency, it shall be obligated to pay, the As Delivered Price in respect of the Contracted Grade of Coal delivered to it and shall not, in any way be entitled to benefit from or rely on the results of

third party sampling availed by any other purchaser of Coal.

In case of FSAs for coking coal, 9.1.4 shall be as under

9. DETERMINATION OF COAL QUALITY

9.1.4 In case of a variation of Grade of Coal (decided on the basis of third party sampling by a the Third Party Agency/joint sampling/referee lab as applicable) as compared to the contracted grade of coal, the winning premium shall be added on the notified price (or the latest Indexed Notified Price, as the case may be) of the supplied grade of coal as illustrated below:

Illustration:

Contracted Grade	Washery Grade II
Notified Price/ Indexed Notified Price (Rs./ Tonne) (B)	3,210
Winning Premium at the time of auction (Rs./ Tonne) (C)	300
Winning Premium (in % terms at the time of auction) (D=C/B)	9.35
Actually Supplied Grade	Washery Grade III
Indexed Notified Price of Supplied Grade (Rs./ Tonne) (E)	2,750
Premium of Supplied Grade (Rs./ Tonne) (F=E*D)	257.01
Price Payable for G7 Grade (Rs/Tonne) (I = E+F)	3007.01

A similar procedure to calculate the applicable price will be followed in case of upward variation in the Contracted Grade of Coal.

Notwithstanding the above, it is clarified that if pursuant to the third party sampling by a Third Party Agency, the test results establish that the Grade of Coal supplied falls outside the categorization stipulated in Table I of the Ministry of Coal notification dated June 16, 1994, as modified from time to time, then the supplied coal shall be deemed to be non-coking coal. Such non-coking coal shall be graded on GCV bands and the grade for such non-coking coal shall be established

	<p>on the GCV band within which it falls. Accordingly, in such a case, the winning premium (insert in numbers)%⁶ [(insert in words) per cent.] shall be added on the notified price (or the latest Indexed Notified Price, as the case may be) of the supplied grade of non- coking coal.</p> <p>⁶ Note: It is clarified that the winning premium shall be rounded to the nearest second decimal.</p>
<p>12.5 Modalities for Billing, Claims and Payment</p> <p>12.5.2 The Seller or the Purchaser, as the case may be, shall raise their respective claims arising out of quality determination of Coal through sampling and analysis by a Third Party Agency forthwith. In the event of any such claim being made, the revised price computed as per the formula set out in Clause 9.2 shall be payable by the Purchaser or refunded by the Seller within 30 (thirty) days of the signing of the annual reconciliation statement under Clause 12.5.3. Notwithstanding the aforesaid, in the event of termination of this Agreement pursuant to Clause 17, the annual reconciliation shall be done at the time of termination and the monies shall be paid by the Purchaser or the Seller, as the case may be, within 30 (thirty) days from the date of termination of the Agreement.</p> <p>12.5.3 The Parties shall jointly reconcile all payments made for the monthly Coal supplies <i>and for third party sampling</i> during the Year by end of April of the following Year. The Parties shall, forthwith, give credit/debit for the amounts falling due, if any, as assessed during such joint</p>	<p>12.5 Modalities for Billing, Claims and Payment</p> <p>12.5.2 Credit/debit note, as the case may be, shall be raised by the concerned coal company towards the difference between the original price and the revised price computed as illustrated in Clause 9.2 as per the third party/Joint Sampling/referee lab result, as the case may be, within seven days after reconciliation of final results. In case of issue of Debit note, the differential price with all applicable taxes and levies shall be payable. In case of issue of credit note, adjustment/refund of differential price along with Goods & Services Tax (GST) shall be made as applicable. Any credit in respect of other taxes and levies, shall be adjusted/refunded if and when received by the Seller.</p> <p>The amount payable by the Purchaser or refundable by the Seller shall be settled within 30 (thirty) days of the signing of the annual reconciliation statement under Clause 12.5.3. Notwithstanding the aforesaid, in the event of termination of this Agreement pursuant to Clause 17, the annual reconciliation shall be done at the time of termination and the monies shall be paid by the Purchaser or the Seller, as the case may be, within 30 (thirty) days from the date of termination of the Agreement.</p> <p>12.5.3 The Parties shall jointly reconcile all payments made for the monthly Coal supplies during the Year by end of April of the following Year. The Parties shall, forthwith, give credit/debit for the amounts falling due, if any, as assessed during such joint reconciliation. The annual</p>

reconciliation. The annual reconciliation statement shall be jointly signed by the authorized representative of the Seller and the Purchaser, which shall be final and binding.	reconciliation statement shall be jointly signed by the authorized representative of the Seller and the Purchaser, which shall be final and binding.
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Note: Existing Annexure VII shall be replaced by new Annexure VII titled "Procedure for Third Party Sampling for Non- Power Sector"

Schedule V- Existing & LOA Route FSAs [Refer Clause 5.2.3 (i) & (ii)]

Annexure VII - NRS -Linkage Auction FSAs [Refer Clause 9.1.3 (i) & (ii)]

Procedure for Third party sampling for non- power sector

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

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

1.1.1 In case of off-take of the Contracted Grade of Coal *via* Rail / Conveyor Belt / Rope Way / Pipeline, the Purchaser may choose a third party agency to conduct the third party sampling from list of independent third parties provided by CIL from time to time.

1.1.2 The third party agency chosen by the Purchaser shall conduct the third party sampling throughout the Term / Period as applicable, provided that the Purchaser may change (on reasonable grounds) the third party agency chosen by it with prior written approval of the Seller. In the event that the Seller does not accept the request of the Purchaser for change in the third party agency the Purchaser shall have the option to:

(a) terminate the arrangement for third party sampling availed by it hereunder, in which case, the Purchaser shall not be entitled to resume the third party sampling at any time during the remainder of the Term **or**

(b) to continue the arrangement for third party sampling for the remainder of the Term with the existing third party agency chosen by it.

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

1.2 Third Party Agency for dispatches by Road

1.2.1 In case of off-take of the Contracted Grade of Coal *via* road mode, the Seller shall choose third party agency to conduct the third party sampling from list of independent third parties provided by CIL from time to time. It is clarified, that the Seller shall have the sole discretion and right to replace, substitute or change the third party sampling agency chosen by it.

1.2.2 The third party agency chosen by the Seller shall conduct the third party sampling throughout the Term / Period as applicable, provided that the Purchaser may make a written request (on reasonable grounds) to the Seller to change the third party agency chosen by the Seller. In the event that the Seller does not accept the request of the Purchaser for change in the third party agency, the Purchaser shall have the option to:

(a) terminate the arrangement for third party sampling availed by it hereunder, in which case, the Purchaser shall not be entitled to resume the third party sampling at any time during the remainder of the Term **or**

- (b) to continue the arrangement for third party sampling for the remainder of the Term with the existing third party agency chosen by the Seller.

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

1. DETAILED MODALITIES FOR THIRD PARTY SAMPLING

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

2.1 General

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

2.2 Collection of Samples by the Third Party Agency

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

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

- a) Rake-wise, grade-wise and consumer-wise coal supplied from one Delivery Point shall be considered as one lot, in case of supplies by rail.

- b) In case of Coal dispatches through MGR the sample collected from each rake (source wise, grade wise and Consumer wise) loaded from the respective Delivery Point during the day shall be pooled together to form a gross sample for the day.
- c) Each Rake shall be divided into a no. of sub-lots in a manner that the quantity of Coal / number of wagons in such sub-lots is more or less equal. One sample shall be collected from each sub-lot. The number of sub-lots shall be determined as under:

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

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

2.2.2 Collection of Samples of Coal Dispatches by Road:

- (a) Samples shall be collected source-wise and grade-wise on daily basis round the clock, depending upon the timing of loading at respective dispatch point(s) only from the trucks of the purchaser (s) who have opted for third party sampling ("**Purchasers Opting for Sampling**") in the manner specified below.

- (b) The first sample of Coal shall be collected from the first truck at the Delivery Point belonging to a Purchaser Opting for Sampling. Once a sample is collected from the first truck as stipulated above, samples of Coal shall be collected from every 8th (eighth) truck after the truck from which the first sample has been collected. In the event that such 8th (eighth) truck does not belong to a Purchaser Opting for Sampling, then the next truck belonging to a Purchaser Opting for Sampling shall be deemed as the 8th (eighth) truck and a sample shall be collected from such truck. The same process shall be repeated for every 8th truck thereafter.
- (c) The sampling spot at the top of the loaded truck, selected randomly will be leveled and at least 25 cm of Coal surface shall be removed / scrapped from the top and the place will be leveled for an area of 50 cm by 50 cm for collection of sample.
- (d) About 30 kg of the sample shall be collected from each truck by drawing 6 increments of approx. 5 kg each with the help of shovel / scoop.
- (e) All the samples collected from source wise, grade wise from every 8th truck in accordance with paragraph 2.2.2(b) as above on daily basis shall be mixed together to form a gross sample.
- (f) Any stone/shale of size more than that specified in Schedule ----- shall be removed / discarded from the sample.

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

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

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

For example:

- i) If the qty to be passed in a day over the conveyor is 600 tons (which is 1 Lot), then there will be 3 sub-lots and total sample quantity will be 150 kg
- ii) 1 gross sample shall be collected from 1 sub-lot, @ 50 kg per sub-lot. Thus, total 150 kg gross sample shall be collected from 3 sub-lots over the whole day, i.e. from 00 hrs to 24 hrs

- iii) If the conveyor is operated for 15 hours in a day, spacing the collection of 150 kg over 15 hours of conveyor operation, we need to collect 10 kg every 1 hour (qty & intervals can be mutually decided by seller & purchaser depending on the running time of the conveyor and the qty that passes in a day)
- c) The belt needs to be stopped at the scheduled time to facilitate collection of the samples manually.
 - d) While collecting the sample, the scoop should traverse the entire cross-section of the conveyor belt, drawing app 5kg per increment
 - e) Any stone / shale of size more than that indicated in Schedule ----- shall be removed / discarded from the sample.
 - f) There shall be one gross sample for the day mixing all the gross samples collected from all the sub lots during a day.

2.3 Preparation of laboratory samples

- 2.3.1 The gross sample collected at the loading end by the TPA shall be divided into two portions. One portion (one fourth of the gross sample) called Part – 1 shall be used for analysis of Total Moisture and the other portion (three fourth of the gross sample) called Part – 2 for determination of ash, moisture and GCV on Equilibrated Basis.
- 2.3.2 The Part-2 Sample shall be reduced into laboratory sample. For the general procedure for reduction of gross sample and preparation of moisture sample and laboratory samples, IS : 436 (Part I/Set 1)-1964 (latest version) shall be followed.
- 2.3.3 Final Laboratory samples shall be in the size of 12.5 mm for determination of Total Moisture and in the size of (-) 212 μ (micron) IS sieve for determination of ash, Equilibrated Moisture (at 40°C and 60% RH) and GCV. Due care shall be taken by the TPA to ensure that the final lab sample is essentially in (-) 212 μ (micron) size before the same is collected from the loading point(s) so that no further sieving or pulverizing is warranted at the laboratory before analysis.
- 2.3.4 The final pulverized sample shall be divided into four equal parts viz. Set – I, Set – II, Set –III and Set – IV of 500 gms each as detailed below:
- (a) Set – I shall be taken by the Third Party Agency to a NABL Accredited Laboratory for analysis of ash, moisture and GCV (on equilibrated conditions' basis at 40⁰ and 60% RH) as per latest BIS Standards (IS: 1350 Part 1-1984) or (IS: 1350 Part-II-1970), as applicable;
 - (b) Set-II of the sample shall be handed over by the Third Party Agency to the Seller
 - (c) Set-III of the sample shall (i) in case of mode other than road, be handed over by the Third Party Agency to the Purchaser; and (ii) in case of road mode, be handed over in equal portions to all of the Purchasers Opting for Sampling on that particular day; and

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

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

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

2.4 Analysis of sample(s)

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

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

3.0 Records of Samples/ Third Party Sampling

- 3.1.1 Proper analysis records like electronic print out of the analysis results obtained from the Automatic Bomb Calorimeter, source wise, grade wise and date wise details of coal samples received etc. shall be maintained at the Laboratories where the coal samples are analyzed by the Third Party Agency for identification and reconciliation of the analysis results.. Coal samples shall be analyzed only at an NABL Accredited coal testing laboratory
- 3.1.2 Monthly statements containing the details of each and every analysis result source wise, mode wise, grade wise and consumer wise finalized during a month based on analysis by a Third Party Agency or referee analysis, as the case may be, shall be prepared by the TPA and submitted to the Seller and Purchaser (s) before the 5th of the following month stating *inter alia*, the quantity of Coal covered against the respective analysis results. Copies of the monthly statement / report shall be submitted by the Third Party Agency to (i) the General Manager (Quality Control) of the Seller or his representative; and (ii) the representatives of the Purchaser (in case of mode other than road) or the representatives of all the purchaser(s) who have requested for third party sampling (in case of road mode), as applicable.

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

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

ईस्टर्न कोलफिल्ड्स लिमिटेड

(कोल इंडिया का एक उपक्रम)

विपणन एवम विक्रय विभाग

सांक्तोडिया. पो: डिसेरगढ़

जिला: पश्चिम बर्धवान ७१३३३३

दूरभाष: ०३४१-२५२०२०९

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(An ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 Certified Company)

ECL/HQ/M&S/RAIL/ 80

04 February 2019

NOTICE

A meeting has been scheduled on **08th February 2019 at 10:30 am at ECL HQ, Sanctoria** with all Power houses having FSA with ECL. The following issues shall be discussed in the meeting:-

1. Covering of coal rakes with Tarpaulin
2. Coal supply and quality issues
3. Any other issue with the permission of chair.

You are requested to make it convenient to attend the meeting.

Yours faithfully,


(A.K. Jha)

DGM / HOD (M&S)

c.c. D(T)OP, ECL

c.c. TS to CMD, ECL

c.c. GM (QC), ECL

c.c. Chief of Security, ECL

Copy for distribution:-

1. Chief General Manager – Fuel Management, NTPC Limited, Noida
2. Shri A. Das Barman – Associate Advisor (FM), NTPC, Kolkata
3. Executive Director (Fuel Management), CESC Ltd., Kolkata
4. General Manager (FM), WBPDC, Kolkata
5. Chief Engineer (Fuel), DVC Kolkata
6. Chief Engineer (Mech/Coal), TANGEDCO, Chennai
7. Dy. GM (Operation), DPL, Durgapur
8. Chief Engineer (Fuel), HPGCL
9. Head – Fuel & Logistics, Jhajjar Power Ltd.
10. CEO, NTPL, Tuticorin
11. Head – Fuel Management, Lalitpur Power Generation Co. Ltd.

ECL



Eastern Coalfields Limited

(A subsidiary of Coal India Limited)

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NOTICE

Ref No. ECL/Kol/M&S/

Dated: 29.03.2018

In view of impending system for sale of coal through Sampling Process and admissible price on GCV basis, it has been decided to convene a meeting of Non-Core/Non-Power House Sector consumers taking Coal from ECL Sources.

The meeting will be held at 11 A.M. on 31/03/18 for Non-Power consumers / buyers including e-auction, SNA and FSA & at 3 P.M. on 31/03/2018 for Power Sector consumers in the Conference Room of ECL HQ., Sanctoria.

All concerned customers of coal are requested to attend the meeting as per the schedule given above.

Sd/-
29/03/2018
HOD, ECL, KOLKATA

Copy to:

1. Notice Board, Computer Centre / Sanctoria Sales Office
2. GM(M&S), CIL, Kolkata
3. GM(Finance)(I/C), ECL HQ, Sanctoria
4. GM(QC), ECL HQ, Sanctoria
5. GM(System), ECL HQ, Sanctoria
6. DGM/ HOD (S&M), ECL, HQ - with the request to arrange for uploading to ECL website.
7. Chief Manager (System), ECL, Kolkata
8. Chief Manager(M&S), ECL, Kolkata
9. Sr. Manager(Finance)/(I/C), ECL, Kolkata
10. Sr. Manager(Mining), ECL, Kolkata