

COAL SUPPLY AGREEMENT

This Contract No. CEPL/XXXX/2022-23/XXX/01 is made on XXX 2022.

M/s COASTAL ENERGEN PVT.LTD. a Company registered under the laws of India and having its registered office at NO.4, MOORES ROAD, EGMORE, CHENNAI, TAMILNADU 600006. BRANCH CODE: 1 4/36 D DURAISAMIPURAM POST, OTTAPIDARAM TALUK, TUTICORIN 628105 INDIA (Hereinafter referred to as “**BUYER**”), which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its nominees, successors and permitted assigns, on the one part.

AND

Seller`s company name and full address (Hereinafter referred to as “**SELLER**”), which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its nominees, successors and permitted assigns, on the one part.

The BUYER and the SELLER shall be individually referred to as a “**Party**” and collectively as “**Parties**”.

The BUYER agrees to buy and the SELLER agrees to sell the following commodity at the terms and conditions set out below

1.0 TERM OF CONTRACT

The Parties hereby agree that the term of this Contract shall commence from the date of signing of this Contract until the sale and delivery of the Contracted quantity under this Contract has been fully performed by the Parties, whichever comes later.

The BUYER shall purchase the Steam (Non-Coking) Coal from SELLER on S&S basis.

2.0 COMMODITY AND CONTRACTED QUANTITY

- 2.1** Commodity: **Steam (non-Coking) Coal of XXX Origin in Bulk.**
- 2.2** Origin: Indonesia (**Mine**) **Vessel Name**
- 2.3** Contracted Quantity: **XXXX MT (+/- 10%)** to be mutually agreed.
- 2.4** ETA :

3.0 COAL SPECIFICATIONS

The quality of Commodity to be supplied under this Contract shall be supplied to the following specifications:

Technical Specification of Coal as per ISO/ASTM Standard.

S.no	Parameters	Unit	Typical
1	Gross Calorific Value	Kcal/Kg ARB	
2	Total Moisture	% ARB	
3	Inherent Moisture	% ADB	
4	Ash Content	% ADB	
5	Volatile Matter	% ADB	
6	Total Sulphur	% ADB	

ASTM stands 'American Society for Testing and Materials'

ARB stands for 'As Received Basis',

Kcal/kg stands for 'Kilo Calories per kilogram'

ADB stands for 'Air Dried Basis'.

4.0. PRICE AND PRICE ADJUSTMENT

4.1 Price

CIF USD	XX.XX
Notional Forex (INR)	
CIF INR	
Transportation INR	240.00
GST (5%)	
Cess INR	400.00

Handling INR	XX.XX
GST @ 18%	
Nett PMT	

Seller will raise the invoice for Coal and Handling separately

4.2 Price Adjustment:

The quality determined and certified by the mutually agreed IIA(Stewart/TMS/IGI) appointed by Buyer at Discharge port from samples drawn at the time of loading of coal into trucks is final and binding on both parties.

Price adjustments, if any, will be only on GCV (ARB) only.

If GCV (ARB) is above/below 4200cal/kg, then price shall be adjusted pro-rata per the following formula basis:

$$\text{Adjusted price} = \frac{\text{CIF INR} \times \text{Actual GCV (ARB)}}{4200 \text{ Kcal/Kg}}$$

If GCV(ARB) under 4000Kcal/Kg, double penalty will be applicable for the calorific values below 4000 Kcal/Kg at Buyer`s option.

The Forex prevailing on the date of payment shall apply for conversion purpose. The variation in Forex rate shall be adjusted by the way of issuing DN/CN Separately

5.0 DELIVERY:

100% DO shall be released immediately upon receipt of 40% of payment.

6.0 DETERMINATION OF QUANTITY (WEIGHT)

Quantity (Weight) recorded at Port weighbridge is final and binding for both Buyer and Seller for invoicing, if any shortage between loaded and plant received weight is more than 0.5 % tolerance then plant received weight & value is final and binding on both parties.

7.0 ETA

Vessel should arrive TTN port not later than 5 days from committed ETA. In case of any delay, LD @ 0.1% of coal value per day will be levied on the supplier and the loss due to risk purchase will also be payable by the supplier.

8.0 PAYMENT TERMS

40% of payment will be released on discharge of vessel at TTN port after necessary documents are provided by the seller for vessel berthing, custom clearance and proof of non-encumbrance from any agency on the subject coal. Dispatch of 100% quantity to be done immediately upon receipt of 40% payment.

Balance 60% payment will be made within 45 days from the completion of despatch to plant.

In case of any LD deductions as mentioned above, the payment will be made after deducting the same and the DO is to be released after accepting and adjusting the deductions.

The coal from our concluded vessel / quantity cannot be sold to any third party for a period of at least 90 days without our prior written consent of the Buyer.

9.0 Despatch Rate

Seller should maintain the Min despatch rate of 300 trucks(9000MT) per day to the plant, LD@100/MT will be levied on the short despatch quantity calculated on average of 3days despatch.

However, the above LD is not applicable in case despatch is held due to reasons attributed to Buyer.

10.0 Non-Performance

If the Seller fails to adhere to the delivery terms of this Agreement, Buyer shall have the liberty to procure the goods from an alternate source at the Seller's risk and cost and the Seller shall be liable to make good the replacement loss suffered by Buyer in this regard.

If the Seller fails to satisfactory perform any of the agreed terms of this agreement, such seller shall be barred from participation in future business.

For any changes in delivery schedule prior written consent from Buyer is required.

IN WITNESS WHEREOF, both parties have caused their duly authorized representative to execute this Contract.

BUYER:
For and on behalf of

SELLER:
For and on behalf of

M/S COASTAL ENERGEN PVT.LTD

SellerCompanyName

