

## MODEL FUEL SUPPLY AGREEMENT

**FUEL SUPPLY AGREEMENT** Between [Seller: Name of the Subsidiary Company] and [Purchaser: Name of the Power Producer/IPP] under.....(tranche/ round/ month) of B(viii a) linkage auction for..... ( Period/ auction months/ quarter) conducted as per SHAKTI policy dated 22.05.2017 and its amendment dated 25.03.2019

1. Date of Signing (“Execution Date”): -----

<u>Seller</u>	<u>Purchaser</u>
Name of Subsidiary coal company:	Name of Power Producer/IPP:
Registered Address:	Registered Address:
	Plant Address:
	Bidder ID Number:
	PAN:
	GSTIN:

2. Details of Contracted Quantity (“CQ”) for the purpose of allocation of quantity and supply of coal by Seller and to be purchased by the Purchaser:

Sl.	Name of Primary source	Contracted Quantity (tonnes)	Other bid details (Mode/Grade/size/ Secondary source if any/any other parameter)	Price notified in auction (in Rs./tonne)	Bid price (Rs./tonne)	% premium over notified price (Winning Premium)	FSA Number

3. The Purchaser has represented and confirmed that it has fulfilled/shall fulfill and is in compliance with the conditions set out in the Scheme Document, this Model FSA and the Detailed Terms and Conditions of the FSA of Tranche \_\_\_ B(viii a) uploaded in MSTC portal and the Intimation Letter, as the case may be, as a result of which, the Seller has agreed to supply Coal (as defined hereinafter) under this Agreement. The provisions of the Scheme Document, this Model FSA and the Detailed Terms and Conditions of the FSA shall be individually applicable to the Contracted Quantities of the Purchaser (having unique and different FSA number) as mentioned in point 2 above.
4. The Purchaser has also submitted the following (enclose, as required):
  - a. Affidavit as per Annexure \_\_ of Scheme and model FSA document of Tranche \_\_\_ B(viii a).
  - b. Performance Security
  - c. Copy of Power of Attorney and Board resolution
5. All terms of conditions of Tranche \_\_\_\_\_ B(viii a) Scheme document, Model FSA document along with Detailed Terms and Conditions of the FSA (including all annexures and schedules), as uploaded in Auction service provider MSTC portal; SHAKTI policy, MoP methodology, CEA Guidelines and any other relevant

policies/guidelines of GOI/CIL(Coal India Limited & subsidiary coal company) are referred herein in this Agreement and shall be binding to both Seller and Purchaser.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties hereto on the day and year first above written.

For and on behalf of ([●] name of the Seller)	For and on behalf of ([●] name of the Purchaser)
Signature:  Name (BLOCK LETTERS): Designation: Address: Telephone: Fax: Email:	Signature:  Name (BLOCK LETTERS): Designation: Address: Telephone: Fax: Email:
Witness 1	Witness 1
a) Signature b) Name (BLOCK LETTERS) c) Address & Occupation	a) Signature b) Name (BLOCK LETTERS) c) Address & Occupation
Witness 2	Witness 2
a) Signature b) Name (BLOCK LETTERS) c) Address & Occupation	a) Signature b) Name (BLOCK LETTERS) c) Address & Occupation