EXPORT CORPORATION LTD.

BOOKING OF CCL AND NCL COAL BY RAIL/ROAD MODE FROM MSMES AND BRICK KILN UNITS FOR THE YEAR 2023-24

- PSIEC, State Nodal Agency for the distribution of coal against State Allocation, invites booking for Central Coalfields Ltd (CCL) and Northern Coalfields Ltd. (NCL) of coal, from MSMEs and Brick kilns units.
- Units having annual requirement not more than 10,000MTs and not having any direct arrangement for getting supply of coal from any subsidiary of Coal India Ltd. are eligible to book the coal.
- A party can book any number of wagons of any company i.e. CCL/NCL.
- Booking Amount is @Rs. 20,000/- per wagon for CCL and NCL coal.
- Registration Fee of Rs. 10,000/ (Applicable to new units). Old units are required to submit a copy of fee already deposited).
- Entitlement will be on the basis of capacity assessed by the office of G.M. District Industries Centre concerned.
- The material will be allotted on 'first come first serve basis' Corporation reserves the right to decide the norms for allotment.
- The applications along with required booking amount and registration fee (if applicable) in form of Account payee Cheques and other required documents including affidavit should reach at Head Office (Raw Material Wing) upto 5.00 PM on 31.07.2023.
- The terms & conditions, Performa of affidavit & authorization are available on our website; www.psiec.punjab.gov.in.

Phone:

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Managing Director

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#18 Himalaya Marg, Udyog Bhawan, Sector 17A Chandigarh 160017

PUNJAB SMALL INDUSTRIES AND EXPORT CORPORATION LTD. Udyog Bhawan, Sector-17, Chandigarh

TERMS & CONDITIONS FOR BOOKING OF CCL AND NCL COAL AND SUPPLY TO THE INDUSTRIAL AND BRICK KILN UNITS IN PUNJAB BY RAIL MODE.

- 1. The Brick Kiln & Industrial (Small, Medium & others) units having requirement upto 10,000 MTs per annum may register themselves by depositing Rs. 10,000/- as registration fee. Such units need not deposit registration fee, which are already registered earlier but a copy of receipt of registration fee is to be furnished along with application.
- a) Entitlement will be on the basis of capacity assessed by the office of G.M District Industries Centre concerned.
- b) Only units, registered with concerned Department and having valid license are eligible to apply.
- c) Material will be allotted on the basis of assessed capacity to such units whose capacity verification has already been made by General Manager, District Industries Centre.
- d) The units should submit an undertaking in the shape of affidavit (in the prescribed Performa) regarding use of coal.
- 2. A party can book any number of wagons for any company ie . <u>CCL/NCL.</u>
- 3. The Booking amount is Rs.20,000/-per wagon. The wagon wise booking amount will be adjusted at the time of delivery of material.
- 4. The units will be responsible for quantity & Quality of material, inspection of rake, demurrage / wharf age, shortage and complaints etc if any. To facilitate the same, the units are allowed to form a group/Association on their own to make the necessary arrangements or appoint a co-ordinator/facilitator under due authorization.
 - e) A proper authorization on letter head of the party has to be submitted by the units.
 - f) Units are required to submit a detailed profile of co-ordinator/facilitator along with income tax return of such authorize person/farm/company for three years along with the adhar card and PAN Card. In case of partnership firm, partnership deed and in case of Company, Memorandum and Articles of Association along with list of current Directors and Share Holders also to be submit by the Unit.

- g) There will be no relationship as an agent and principal between Cocoordinator/facilitor and the Punjab Small Industries & Export Corporation.
- h) No Payment will be paid by the Punjab Small Industries & Export Corporation to the Co-coordinator/fascinator for rendering services.
- i) There will be no Liability of the Punjab Small Industries & Export Corporation qua Co-coordinator/fascinator.
- 5. Booking through FAX /E-mail is not acceptable. Such applications will be rejected without any notice.
- 6. Booking amount/registration fee should not be transferred through RTGS and same will not be accepted
- 7. Rake of coal shall be booked for the rake station only.
- 8. The allocation of coal will be subject to completion of formalities as well as availability of material. Booking of requirement is not the guarantee of allotment.
- 9. The Punjab Small Industries & Export Corporation shall charge 5% as Service charge.
- 10. The units shall have to deposit coal value/ freight value in advance when ever called by the Punjab Small Industries & Export Corporation. In case of failure to deposit the same within stipulated time corporation is entitled to charge interest @15%.
- 11. The Punjab Small Industries & Export Corporation will not pay any interest on the amount of security/registration fee etc deposited by the parties.
- 12. Punjab Small Industries & Export Corporation reserves the right to make any change in the allotment ratio and also to decide the norms for allotment.
- 13. In case of dispute the matter will be referred to the Arbitrator. The Managing Director, Punjab Small Industries & Export Corporation will be the sole Arbitrator in such cases.
- 14. In case of non deposit of coal value / freight amount material will not be allotted to the party.
- 15. Not more than 13 wagons of CCL/NCL will be allotted to a party in a single round.
- 16 Refund, if any, will be allowed after the completion of FSA with the Company ie CCL/NCL.

- 17 All disputes shall be in the jurisdiction of Chandigarh.
- 18 Applications without required documents / EMD/Registration fee will not be accepted.
- 19 Material will be allotted on first come first served basis.
- 20 Complete applications must reach Raw Material wing Head Office, Chandigarh upto 5 PM on ------.
- 21 Coal will be supplied as per availability of grade of coal/ colliery of the company.
- All taxes, duties, entry tax penalty and any unforeseen expenditure will be the liability of the parties.
- 23 The Managing Director of Punjab Small Industries & Export Corporation reserves the right to change any condition at any time.
- In case of any penalty raised by any subsidiary of Coal India Ltd. resulting due to non lifting of required quantity of coal will be recoverable from the parties.
- 25 Corporation can supply information related to lifting by the parties to Coal India Ltd. or may place the same on the website of the company.

Affidavit on stamp paper (Attested by Notary)

I	S/o.	R/o.
		_ /

owner/Partner/director of hereby solemnly affirm and declare as under:

- 1. That I am the Sole Proprietor/Partner/Director of the unit and duly authorized to affirm and sign this affidavit on behalf of the unit.
- 2. That the unit actual user of coal and requirement is below 10,000 Mts. per annum.
- 3. That we do not have any arrangement for getting supply of coal from any subsidiary coal company of Coal India Ltd. (CIL).
- 4. That I hereby ensure that the coal is purchased only for end use and shall not be re-sold.
- 5. That the requirement of the coal will be got assessed from the Industries Department Punjab within two months failing which our booking can be cancelled by the Corporation
- 6. That any change in the assessed capacity will be intimated to PSIEC within a period of seven days.
- 7. That any information related to the use of coal demanded by the Corporation will be provided within the stipulated time.
- 8. That we will lift the quantity allocated to us as per our seniority of booking.

DEPONENT

Place Date: Verification

Verified that he above statement of mine is true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Letter of Authorization

(On letter pad)

I______S/o._____R/o._____ owner and authorized signatory of the unit submit as under:

- 1. That Sh. ______ S/o Sh. ______ is fully authorized to deal with PSIEC on our behalf with regard to booking/purchase of coal.
- 2. He is authorized to deposit cheques on account of payment of coal and freight issued by us and to lift the material on our behalf.
- 3. That we will intimate PSIEC regarding change of authorized person/ Association within a period of seven days.
- 4. We bind ourselves with the acts and deeds done with regard to coal booking with PSIEC.

Signature/ with stamp.

Place

Date:

1	Code No.			
	(if already have)			
2	Name of the Firm/ Company			
3	Address of the Company			
4	District			
5	Phone No. & Mobile No			
6	E-mail			
7	Fax No.			
8	Name of the Partners/ Directors			
9	Valid License No. & Date of expiry (Please attach a photocopy)			
10	VAT No.			
11	PAN No.			
12	Assessed Capacity			
13	Verification report /letter No. & Date and verified quantity of GM, DIC (Please attach a photocopy)			
14	Name of the Co-ordinator			
15	Registration No. & Date if booked earlier (Please attach a photocopy)			
16	Registration DD No. and date			
17	Booking amount DD No. & Date and amount.			
18	No of wagons booked	CCL	NCL	
Datadi				

TO BE FILLED BY THE INDUSTRIAL UNIT/BRICK KILN UNIT

Dated:

Place:

Signature of Proprietor/Partner

PUNJAB SMALL INDUSTRIES AND EXPORT CORPORATION LTD. Udyog Bhawan, Sector-17, Chandigarh

TERMS & CONDITIONS FOR BOOKING OF CCL AND NCL COAL AND SUPPLY TO THE INDUSTRIAL AND BRICK KILN UNITS IN PUNJAB BY ROAD MODE.

- 1. The units should submit an undertaking in the shape of affidavit (in the prescribed Performa) regarding use of coal/movement of coal by Road in addition of Rail.
- 2. The units will be responsible for quantity & Quality of material, inspection of rake, demurrage / wharf age, shortage and complaints etc if any. To facilitate the same, the units are allowed to form a group/Association on their own to make the necessary arrangements or appoint a co-ordinator/facilitator under due authorization.
 - a) A proper authorization on letter head of the party has to be submitted by the units.
 - b) Units are required to submit a detailed profile of co-ordinator/facilitator along with income tax return of such authorized person/firm/company for previous three years along with adhar card and PAN Card. In case of partnership firm, partnership deed and in case of Company, Memorandum and Articles of Association along with list of current Directors and Share Holders also to be submit by the Unit.
 - c) There will be no relationship as an agent and principal between Cocoordinator/facilitor and the Punjab Small Industries & Export Corporation.
 - d) No Payment will be paid by the Punjab Small Industries & Export Corporation to the Co-coordinator/fascinator for rendering services.
 - e) There will be no Liability of the Punjab Small Industries & Export Corporation qua Co-coordinator/fascinator.
 - f) The material will be delivered as per availability.
- 3. The allocation and supply of coal will be subject to completion of formalities as well as availability of material which is contingent upon supply thereof by collieries/ Coal India Limited and any delay, deferment and stoppage of supply would have the effect of frustratedly the agreement and under it un-enforceable. It is therefore further clarified that booking of requirement is not the guarantee of allotment and in such eventually, PSIEC will not be held responsible under any head.
- 4. The Punjab Small Industries & Export Corporation shall charge 5% as Service charge.
- 5. The units shall have to deposit coal value in advance when ever called by the Punjab Small Industries & Export Corporation. In case of failure to deposit the same within stipulated time corporation is entitled to charge interest @15%.
- 6. The Punjab Small Industries & Export Corporation will not pay any interest on the amount of security/registration fee etc deposited by the parties.
- 7. Punjab Small Industries & Export Corporation reserves the right to make any change in the allotment ratio and also to decide the norms for allotment.
- 8. In case of dispute the matter will be referred to the Arbitrator. The Managing Director, Punjab Small Industries & Export Corporation or his nominee alone will be the sole Arbitrator in such cases.

- 9. In case of non deposit of coal value within prescribed time, material will not be allotted to the party.
- 10 All disputes shall be in the jurisdiction of Court at Chandigarh alone and at no other place.
- 11 Coal will be supplied as per availability of grade of coal/ colliery of the supplying company.
- 12 All taxes, duties, entry tax penalty and any unforeseen expenditure will be the liability of the units.
- 13 The truck freight will be paid by unit directly to the Transport Company on approved rate of freight.
- 14. In the face of any force majeure event like but not limited to floods, fire, earthquake, strike, lockdown, riots, law and order problem or any other reason beyond control and not attributable to PSIEC availability is untaken by PSIEC.
- 15 In case of any penalty/demand raised by any subsidiary of Coal India Ltd. resulting due to non lifting of required quantity of coal will be recoverable from the parties.
- 16 Corporation can supply information related to lifting by the units to Coal India Ltd. or may place the same on the website of the company.
- 17. All responsibility of arrangement of trucks/loading of coal and any shortage during transportation and movement of trucks will be borne by the concerned unit.
- 18. The Managing Director of Punjab Small Industries & Export Corporation reserves the right to change any condition at any time for smooth transportation / distribution and exercise of such discretions would be final and non-arbitrable.

Letter of Authorization

(On letter pad)

I______S/o._____R/o._____ owner and authorized signatory of the unit submit as under:

- 1. That Sh. ______ Is fully authorized to deal with PSIEC on our behalf with regard to purchase of coal by road.
- 2. He is authorized to deposit payment of freight issued by us and to lift the material on our behalf.
- 3. That we will intimate PSIEC regarding change of authorized person/ Association within a period of seven days.
- 4. We bind ourselves with the acts and deeds done with regard to movement of coal by Road.

Signature/ with stamp.

Place

Date:

Affidavit on stamp paper (Attested by Notary)

IS/o	R/o
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owner/Partner/director of hereby solemnly affirm hereinafter referred to as unit and declare as under:

- 1 That I am the Sole Proprietor/Partner/Director of the unit and duly authorized to affirm and sign this affidavit on behalf of the unit.
- 2 That the unit actual user of coal and requirement is below 10,000 Mts. per annum.
- 3 That we do not have any arrangement for getting supply of coal from any subsidiary coal company of Coal India Ltd. (CIL).
- 4 That I hereby undertake that the coal is purchased only for end use and shall not be re-sold and I would have no objection to cancellation of agreement in the event of such breach.
- 5 That the requirement of the coal will be got assessed from the Industries Department Punjab within two months failing which booking can be cancelled by the Corporation
- 6 That any change in the assessed capacity will be intimated to PSIEC within a period of seven days and any increase in assessed capacity of unit will not bind PSIEC to increase allocation of coal.
- 7 That any information & document related to the use of coal demanded by the Corporation will be provided within the stipulated time and non-compliance of such demand/instructions will into the corporation to cancel the agreement or in the alternative stop supplies till compliance is made.
- 8 That we will lift the quantity allocated to us as per our seniority of booking.
- 9 That all responsibility of trucks arrangement/loading of coal and any shortage during transportation and movement of trucks will be borne by us.
- 10 That the truck freight will be paid by unit directly to the Transport Company at approved rate of freight.

DEPONENT

Place Date: Verification

Verified that he above statement of mine is true and correct to of my knowledge and belief and nothing has been concealed therein.

DEPONENT

1	Code No. (if already have)		
2	Name of the Firm/ Company		
3	Address of the Company		
4	District		
5	Phone No. & Mobile No		
6	E-mail		
7	Fax No.		
8	Name of the Partners/ Directors		
9	Valid License No. & Date of expiry (Please attach a photocopy)		
10	VAT No.		
11	PAN No.		
12	Assessed Capacity		
13	Verification report /letter No. & Date and verified quantity of GM, DIC (Please attach a photocopy)		
14	Name of the Co-ordinator		
15	Registration No. & Date if booked earlier (Please attach a photocopy)		
16	Registration DD No. and date		
17	Booking amount DD No. & Date and amount.		
18	No of wagons booked	CCL	NCL

TO BE FILLED BY THE INDUSTRIAL UNIT/BRICK KILN UNIT

Dated:

Place:

Signature of Proprietor/Partner