



वेस्टर्न कोलफील्ड्स लिमिटेड
Western Coalfields Limited
(मिनी रत्न कंपनी) (A Miniratna Company)
(कोल इंडिया लि. की अनुषंगी कंपनी)
(A Subsidiary of Coal India Limited)



विक्रय एवं विपणन विभाग

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पंजी. का. : कोयला विहार, सिविल लाइन्स, नागपुर(महाराष्ट्र)-440001/

Regd. Off.: Coal Estate, Civil Lines, Nagpur (MS) - 440001

Ref: NGP/WCL/M&S/Comml/ 14

Date: 13.04.2020

NOTICE

Sub: Submission of Affidavit-cum-Indemnity Bond and Certificate from DISCOM by Private Power Producers receiving coal under FSA regarding utilization of coal supplied for generation and supply of Power as per Power Purchase Agreement (PPA)

This is to inform that all Private Power Utilities drawing coal supplies from WCL under FSA(s) are required to submit an Affidavit-cum-Indemnity Bond in the prescribed format confirming that the coal supplied under FSA had been consumed (by the power Plant) as per Long Term/Medium Term PPA and the power generated using this coal had been supplied to the DISCOM(s)/PTC(s) having back to back agreement with DISCOMs, as per the PPA(s) submitted by them to WCL.

A draft Affidavit-cum-Indemnity Bond is enclosed as Annex-I. A certificate from DISCOM may also be submitted. All Private Power Utilities drawing coal supplies from WCL are therefore requested to submit the duly filled in Affidavit-cum-Indemnity Bond and Certificate from DISCOM within 30 days from the issuance of this letter and within 30 days at the end of each Financial year.

Encl.: a.a.

13.04.20
HOD (M&S)

Copy to:

1. GM (System), WCL : with a request to hoist the notice in WCL Website
2. All Sectional Head, WCL HQ
3. Notice Board

AFFIDAVIT CUM INDEMNITY BOND

I,, S/o Shri..... aged about.....years, working as....., R/o do hereby make an oath and solemnly affirm here as under:

1. That, I have been duly authorized by a Board Resolution dated..... (Copy enclosed) to execute and swear Affidavit cum Indemnity Bond on behalf of..... (Name of the company) for the purpose of submitting to Western Coalfields Ltd. (WCL).

2. That, the company 'M/s..... is having a Coal Supply Agreement (FSA) (FSA shall mean to include all its amendments and renewals, if any) for the period from to for supply of coal to (Name, Capacity & Address of the Power Plant covered under FSA).

3. That, against the above-mentioned FSA, we have furnished long term/medium term PPA(s) entered with DISCOM(s)/PFC(s) having back to back Agreement with DISCOMs for availing the coal supplies as per FSA provisions for which the details are given as under:

Sl. No	PPA with ('Name of the DISCOM(s)/PTC having back to back agreement with DISCOM (s))	PPA Date	Duration of the PPA	% Capacity covered under the PPA	Proportionate ACQ under FSA
1					
2					
.....					
Total					

4. That, the Power Generated out of the coal received under the aforesaid FSA from WCL during FY has been supplied only to DISCOM(s)/PTC(s) having back to back agreement with DISCOM(s) as per the details mentioned above.

5. That, we undertake that in future also we will supply Power Generated out of the coal, received under the subject FSA to the DISCOM(s)/PTC(s) having back to back agreement with DISCOMs under the long term/medium term PPA(s) mentioned above.

6. That, in case at any stage it is found that the Power Generated out of the coal supplied under the subject FSA has not been supplied to DISCOM(s)/PTC(s) having back to back agreement with DISCOM(s) under the long term PPA(s), we shall be liable for actions as may be available to the Seller under the FSA considering such failure as 'breach' in terms of the Fuel Supply Agreement and for any other actions taken by any other authority including State/Central power regulator.

7. That, apart from the above, Purchaser hereby fully indemnifies (Seller) against any loss, damage or consequences in any manner, arising out of any eventuality of procurement / utilization of coal.

DEPONENT**VERIFICATION**

I,the deponent above named state that the contents of the above paras of this Affidavit-cum-Indemnity Bond are true and correct to the best of my knowledge and belief, no part of it is false and nothing material has been concealed there from.

Verified at this day of.....

DEPONENT

Note: The Affidavit-cum-Indemnify Bond has to be executed on a non-Judicial stamp paper of is Rs. 250/- and it should be sworn by the person duly authorized in this behalf by a Board Resolution/Power of Attorney before a 1st class Judicial/Executive Magistrate