



# वेस्टर्न कोलफील्ड्स लिमिटेड

## Western Coalfields Limited

मिनीरल कंपनी A Miniratna Company  
कोल इंडिया लिमिटेड की अनुषंगी कंपनी A Subsidiary of Coal India Limited



### विपणन एवं विक्रय विभाग

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ISO: 9001:2008 Certified

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संदर्भक्र: नाग/वेकोलि/वि.वि/Oprn./2023/ 27

दिनांक: 12.04.2023

### Offer of coal to IPPs beyond ACQ (up-to 120%) having FSAs with WCL through LOA route

CIL vide its letter No. CIL/M&S/Flexi/072 dated 14.02.2023 has allowed coal supplies beyond Annual Contracted Quantity (ACQ) i.e. up-to 120% of the ACQ for IPPs having FSAs through LOA route.

The dispensation is optional to both Seller i.e. WCL and the Purchaser i.e. FSA holder.

In view of coal availability, the dispensation is being allowed for Q1 of FY 2023-24 to the IPP consumers having FSAs with WCL through LOA route. The IPP consumers may opt for allotment of coal quantity beyond the ACQ i.e. up-to 20% additional quantities against MSQs of Apr'23, May'23 & June'23 by Road Mode from Sasti Exp OCM (Grade G11, -100mm), Amalgamated Yekona I & II OCM (Grade G10, -100mm), Penganga OCM (Grade G10, -100mm) and Gondgaon OCM (Grade G12, -100mm).

Following modalities will be followed for supplies beyond Annual Contracted Quantity (ACQ):

- (i) The purchaser is required to submit its consent to WCL along with application clearly mentioning the desired additional quantity beyond ACQ and the order of preference of offered source (i.e Sasti OCM (Grade G11, -100mm)/ Amalgamated Yekona I & II OCM (Grade G10, -100mm)/ Penganga OCM (Grade G10, -100mm) / Gondgaon OCM (Grade G12, -100mm)).
- (ii) For availing this facility, the Purchaser is required to submit Affidavits in the prescribed format enclosed as Annexure 1, prior to booking of coal.
- (iii) For the supplies beyond ACQ and up-to 120% of the ACQ, PI shall be applicable as per the provisions of the FSAs for the LOA route IPPs.
- (iv) Regarding bonafide use of coal, extant modalities of DISCOM certificate and affidavit etc. shall continue to apply for any supply beyond ACQ. In addition, in cases where a quantity beyond the ACQ i.e. normative quantity at 85% PLF is supplied, WCL will inform CEA on an annual basis, within one month of close of a year about total quantity released and consumer would be required to furnish a certificate from CEA regarding use of such coal for additional generation of power for supply to DISCOMs resulting in increase in PLC beyond 85%. If such a certificate is not issued by 31<sup>st</sup> May 2023, there will be no further allocation to IPPs under this scheme and additional allocated quantity (20% of MSQ) up-to 31<sup>st</sup> May'23 shall be adjusted from the ACQ of FY 2023-24.
- (v) The dispensation is being allowed against the combined MSQs of Apr'23, May'23 & June'23, as such the maximum quantity that can be applied by any consumers is 20% of combined MSQs of Apr'23, May'23 & June'23.

- (vi) The last date for submission of application shall be 15.04.2023. The final allocation of coal from the offered sources shall be made to consumers, subject to compliance of the above.
- (vii) Continuation of above dispensation for Q 2 of FY 2023-24 onwards shall be reviewed separately and shall be decided depending on coal availability.

Encl: as above

  
Sr. Manager (M&S/ Operations) 14/4/23

Copy to :

1. GM(M&S), WCL
2. GM(System), WCL: with a request to host the notice on WCL website
3. GM(QC), WCL
4. AGMs, Ballarpur, Wani, Majri & Nagpur Area
5. CM (M&S-FSA/Linkage), M&S Deptt, CIL, Kolkata
6. Chief Manager (Finance/SA), WCL
7. AFMs, Ballarpur, Majri, Wani & Nagpur Area
8. ASM, Ballarpur, Majri, Wani & Nagpur Area
9. All Sectional Heads, M&S Deptt., WCL HQ

**AFFIDAVIT**

(On Non-Judicial Stamp Paper of Rs . 500/-)  
(To be executed before a Judicial/ Executive Magistrate)

I....., Proprietor/ Director/ Partner/ Constituted Attorney/ Accredited Representative of the Purchaser M/s ..... solemnly declare and affirm that:

1. 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 the ..... (Name of the Subsidiary of CIL).
2. The company M/s ..... is having Fuel Supply Agreement (FSA) (FSA shall mean to include all its amendments and renewals, if any) for an ACQ of ....., for the period from .....to ..... for supply of coal to..... (Name, Capacity & Address of the Power Plant covered under FSA).
3. Against the above-mentioned FSA, we have furnished long term/medium term PPA(s) entered with DISCOM(s)/PTC(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 including grossing-up	Proportionate ACQ under FSA
1					
2					
TOTAL					

4. The present ACQ under the FSA dated ..... which is ..... is not adequate to generate electricity as per the requirement under the long term/ medium term PPA.
5. We are willing to take coal beyond ACQ of ..... (FSA x Proportionate LT PPA), under the FSA dated .....
6. WCL vide Notice No..... dated..... has notified the SOP for supply of coal to IPP's beyond ACQ.
7. The Power Generated out of the coal received under the aforesaid FSA from the coal supplying subsidiaries of CIL (Name.....) during FY 2022-23 beyond the ACQ shall be supplied only under the long term/ medium term PPA dated..... for ..... with DISCOM(s)/PTC(s) having back to back agreement with DISCOM(s) as per the details mentioned above.

8. We hereby undertake that we will not sell, transfer, divert etc. the coal under any circumstances and it will be used in the same unit(s) for which above FSA has been executed.
9. In case at any stage it is found that the Power Generated out of the coal supplied under the subject FSA has not been supplies to DISCOM(s)/PTC(s) having back to back agreement with DISCOM(s) under the long term/ medium term PPA(s), and/or coal is sold, transfer, divert etc., we shall be liable for actions as may be available to the Seller under the FSA as per provision 4.2 and 14.1(b) and 16.2.2 of the FSA and for any other actions taken by any other authority including State/Central power regulator.
10. 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.

Signature of the Purchaser/ Representative of the Purchaser

(Deponent)

Dated.....

**VERIFICATION**

I,....., the above mentioned named Deponent do hereby verify that the contents of the paragraph 1 to 10 are true to my knowledge, nothing has been concealed and no part of it is false. Signed at .....(Place) on .....2023.

Deponent

Seal of Judicial/ Executive Magistrate