



वेस्टर्न कोलफील्ड्स लिमिटेड

Western Coalfields Limited

मिनीरत्न कंपनी A Miniratna Company

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



विपणन एवं विक्रय विभाग

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

संदर्भक्र: नाग/वेकोलि/वि.वि/Oprn./2023/911

दिनांक: 06.11.2023

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

The IPP consumers (having FSA through LOA route) willing to opt for allotment of coal beyond the ACQ i.e., up-to 20% as per their entitlement against the MSQs for the period of July'23 to Oct'23 is being offered coal by Road Mode from following sources. The offer of coal beyond Annual Contracted Quantity (ACQ) i.e. up-to 120% of the ACQ is being made in reference to CIL vide its letter No. CIL/M&S/Flexi/072 dated 14.02.2023 and further orders in this regards: -

Name of Source	Offered Grade	Offered Qty by Road Mode
Amalgamated Yekona I & II OCM	G10 CruROM -100 mm	1,00,000 Te
Amalgamated Inder Kamptee Deep OCM	G12 CruROM -100 mm	2,50,000 Te
		3,50,000 Te

Consumers may also opt for the backlog quantities that have been adjusted by WCL from the MSQ of July'23 to Oct'23, due to non-submission of CEA certificate on time for the period 2022-23.

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

- The purchaser is required to submit an application clearly mentioning the desired additional quantity beyond ACQ and the order of preference of offered source ie Amalgamated Yekona I & II OCM (Grade G10, -100mm)/ Amalgamated Inder Kamptee OCM (Grade G12, -100mm)).
- For availing this facility, the Purchaser is required to submit Affidavits in the prescribed format enclosed as Annexure 1, prior to booking of coal.
- For the supplies beyond ACQ and up-to 120% of the ACQ, PI shall be applicable as per the provisions of the FSAs.
- Regarding bona-fide 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 during FY 2023-24, 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 PLF beyond 85%. The consumers are required to furnished such certificate from CEA latest by 30th June'2024 for FY 2023-24.

- (v) The consumers who had availed the dispensation during FY 2022-23 are required to furnished the CEA certificate latest by 31st Dec'23. If such a certificate is not submitted by 31st Dec 2023, there will be no further allocation to such IPPs under this scheme.
- (vi) The dispensation is being allowed against the combined MSQs for the period July'23 to Oct'23, as such the maximum quantity that can be applied by any consumers is 20% of combined MSQs for the period July'23 to Oct'23, including the backlog quantities that have been adjusted by WCL from the MSQ of July'23 to Oct'23.
- (vii) The last date for submission of application shall be 10.11.2023.
- Encl: as above


6/11/2023
Sr. Manager (M&S/ Operations)

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, Majri & Nagpur Area
5. CM (M&S-FSA/Linkage), M&S Deptt, CIL, Kolkata
6. Chief Manager (Finance/SA), WCL
7. AFMs, Majri & Nagpur Area
8. ASM, Majri & 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 fromto 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 2023-24 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) on2023.

Deponent

Seal of Judicial/ Executive Magistrate