



MCL

महाप्रबंधक (विपणन और विक्रय) का कार्यालय

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No: एमसीएल/एसबीपी/जीएम(एमएंडएस)/2023/ 856

दि.28/02/2023

NOTICE FOR SUPPLY OF COAL BEYOND ACQ (Applicable to IPPs)

CIL vide letter No. CIL/M&S/Flexi/072 dated 14.02.2023 has communicated the approval of CIL Board accorded in the 449th CIL Board Meeting held on 31.01.2023 regarding coal supplies to IPPs beyond Annual Contracted Quantity (ACQ) on the following terms:

1. IPPs having FSA though LoA route (under post 2009 category) may apply for availing coal supply beyond ACQ and up to 120% of their ACQ subject to the condition that in case where the PPA is more than that of the linked capacity (in MW), the coal supply would be restricted to the PPA corresponding to linked capacity.
2. For IPPs under case 2 scenario 4 type of plants, such plants may also avail supply up to 120% of ACQ subject to the same terms and conditions as mentioned for the plants above.
3. Regarding bonafide use of coal, extant modalities of certificate and affidavit etc. shall continue to apply for any supply beyond ACQ and PI will also be applicable as per FSA. In addition, in cases where a quantity beyond the ACQ i.e. normative quantity at 85% PLF is supplied, MCL will inform to 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%. If such certificate is not furnished within one month thereafter i.e. by 31st May of succeeding financial year, then such plant(s) will not be entitled for quantity beyond ACQ in the next Financial Year.
4. This dispensation is purely optional to the Seller (MCL) & Purchaser (IPPs having FSA with MCL) and is subject to availability of coal.
5. MCL may offer the additional quantity (beyond ACQ upto 120%) from any of its sources alongwith mode & size based on availability. MCL's decision regarding eligible quantity, source, grade/size & mode of supply shall be final and binding.
6. The Purchaser is required to submit their consent/application on month to month basis and submit the Rail/Road programme for availing coal supply under the dispensation.
7. The Purchaser will submit an Affidavit in the prescribed format (Annex 1) on Rs. 100/- Non-Judicial Stamp Paper prior to booking of coal (to be executed before an Executive Magistrate) towards bonafide usage of coal for supply of power under long/medium term PPA.
8. The Purchaser shall have to adhere to all the guidelines regarding bonafide use of coal and will submit annual certificate from the concerned authority as per FSA and submit affidavit in the prescribed format. Further, the Purchaser shall also furnish a certificate issued by CEA as mentioned at point (3) above.
9. It is expressly clarified that Performance Incentive (PI) shall be applicable as per FSA provisions.

The aforesaid modalities for supply of coal beyond ACQ shall be applicable from the date of decision of CIL Board i.e. from 31.01.2023 and onwards.

Encl: As Above

Copy for kind information to

- CMD, MCL
- Director (Marketing), CIL
- Director (Tech/OP), MCL

Copy to

- GM(Systems), MCL: with request to upload the notice on MCL website
- HOD (M&S-FSA), CIL
- Chief Manager (M&S-Rail/OP)/Sr. Manager (M&S/Road Sales), MCL
- Manager (Fin-SA), MCL
- Notice Board

28/02/23
General Manager (M&S)

Affidavit
 (On Non-Judicial Stamp Paper of requisite value)
 (to be executed before an Executive Magistrate)

I,director/Partner/Constituted Attorney/Accredited Representative of the Purchaser M/S solemnly declare that:

1. We affirm that our Power Plant..... has executed a Fuel Supply Agreement with Mahanadi Coalfields Limited (coal company) on dtd..... under (NCDP LOA route/SHAKTI B (iii)/B(iv)/ B(v)). *(Strike out whichever is not applicable)*
2. We affirm that as on date we have furnished the following long term/medium term PPA entered with DISCOMS/ PTCs (names) totaling to the extent of % of the generating capacity of _____ MW

Name of DISCOM	PPA Date	PPA valid upto	Contracted Capacity
			Total

(Additional rows may be inserted as per requirement)

3. We affirm that the present ACQ under the FSA which is Mt is not adequate to generate electricity as per requirement under the long term/medium term PPA.
4. We affirm that we are willing to take coal beyond ACQ/MSQ of Mt (LOA x proportionate PPA).
5. We affirm that the Power Generated through the additional coal supplied under the FSA beyond the level of present ACQ as mentioned at clause 4 above shall only be used to be supplied through the existing long term/medium term PPA with the DISCOMS.
6. We affirm that we shall be liable to pay Performance Incentive (PI)/other applicable charges as per FSA.
7. We affirm that in case at any stage it is been found that the coal supplied under this FSA has not been used for generating power for supply to the DISCOMS under the long term/Medium Term PPA, we shall be liable for actions as per provision 4.2 and 14.1{b) and 16.2.2 of the FSA and any other action as may be taken by any other authority including the State/Central power regulator.

Signature of the Purchaser/Representative of the Purchaser
 (Deponent)

Dated.....

Verification

I,, the above name deponent do hereby verify that the contents of the paragraph 1 to 7 are true to the best of my knowledge, nothing has been concealed and no part of it is false.
 Signed at _____ (Place) on _____

Seal of Judicial Magistrate

Deponent