



Office of the General Manager(S&M)

PO: Jagriti Vihar, Sambalpur-768020, Orissa.

PBX No.- 0663-2542461-69, FAX No.: 0663-2542307,

Telephone No.: 0663 – 2542870 (O) / 2542359 (O)

E-Mail ID : gm-snm.mcl@nic.in & cgmsm_mcl@yahoo.co.in

No. MCL/SBP/GM/S&M/2015/16

Date : 03/04.04.2015

NOTICE

Vide Notice No.MCL/SBP/GM/S&M/2015/2225, dtd.28/29.01.2015, MCL had offered coal to the consumers with expired Tapering Linkage period and not getting supplies of coal from CIL/MCL sources falling under category 9(a) of IMC recommendation in line with the decision of Standing Linkage Committee (Long Term) meeting dated 03.12.2014 conveyed by MOC on “best effort basis” under Memorandum of Understanding (MOU) on month to month basis upto 31.03.2015, subject to transportation done by consumers themselves by road. Now, CIL has communicated the extension of above dispensation to the eligible consumers upto 30.06.2015. However, in case supply of coal starts from Schedule-II blocks allocated to fresh allocatees in the current auction process, this dispensation shall cease in respect of the units linked to such coal blocks.

The eligible consumers will have to comply with all the commercial formalities including security deposit and documentation before signing/renewing of MOU/ supply of coal. The notarized copies of statutory documents such as

1. Valid Consent to Operate,
2. Valid Factory License,
3. Valid Boiler fitness certificate, in case of CPP consumers will also have to be submitted by the interested consumers prior to signing of MOU.

Apart from the above, the eligible consumers are also required to furnish the following documents:

1. Application on company’s letter-head expressing desire to sign/renew the MOU.
2. Affidavit-cum-Indemnity Bond in the prescribed Format as per draft enclosed at Annexure-1 & Annexure-2 as applicable on ₹ 250/- non-judicial stamp paper duly notarized.
3. Board resolution/Power of Attorney duly certified by Company Secretary/Partner/Proprietor as the case may be, indicating name and designation of the person, who would be signing the MOU on behalf of the consumer and his signature duly attested and notarized.
4. 2(two) nos. non-judicial stamp paper of ₹ 100/- each for signing of the MOU.

MCL will not be responsible for any delay on any account.

Sd/-

GENERAL MANAGER (S&M)

Distribution :

1. DT(OP), MCL
2. TS to CMD, MCL
3. GM (System), MCL Hqrs. - For hoisting the notice in MCL website under the head ->
Our Business – Sales & Marketing – Notices
4. Dy. GM(Fin), MCL, Kolkata- For displaying at the Notice Board of MCL, Kolkata office.
5. Notice Board

DRAFT
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 the Mahanadi Coalfields Limited (MCL).

2. That, the company M/s was having Fuel Supply Agreement (FSA) dated for the period from to for capacity of the Captive Power Plant (CPP) located at and under the FSA it procured coal from MCL.

3. That the Purchaser was allocated following coal block(s) pertaining to the above CPP covered under FSA for meeting its requirements:

Sl. No.	Name Of Block Allocatee / Purchaser	Name of the coal Block	Date of Block Allotment	Normative Date of Production	Capacity & location of End Use Plant

4. That, the three years from the Normative date(s) of Coal Production from the block(s) has expired on
.....

5. That, the above plant/unit, comes under the category 9(a) of IMC recommendations in its meeting held on 11.06.2014, i.e, the EUPs which were already having long term linkages/LOAs but their then existing linkages/FSAs were converted to tapering linkages consequent upon allocation of coal blocks.

6. That, the Purchaser hereby affirms & undertakes that the Firm/Factory/Unit is presently in running condition and that in case the said Firm/Factory/Unit is closed and / or does not consume coal supplies for what so ever reason then within 5(Five) working days I/We will inform Mahanadi Coalfields Limited in writing without fail to enable to suspend the supplies of coal to our factory/unit.

7. That, all necessary/statutory clearances, authorizations, approvals and permissions required for operation and maintenance of the plant has been obtained and valid as on date.

8. That, the Purchaser hereby undertakes that the entire coal released under this MOU will be utilised at Captive Power Plant (CPP) mentioned at point No.2 above and under no circumstances coal will be diverted/transferred/ sold.

9. That, during the past period, the Purchaser has always maintained its captive status of its CPP covered under the FSA by captive use of minimum 51% of aggregated electricity generated in the plant, determined on an annual basis.

10. That, the Purchaser hereby undertakes that in future also they will maintain their captive status of the CPP as per the laws applicable from time to time including the requirement of captive generating plant as per Rule 3 of Electricity Rule, 2005.

11. That, the Purchaser hereby undertake that the EUP(s) of M/s (name of the company) linked with the above block(s) is / are not under the investigation of Central Bureau of Investigation (CBI) and no FIR(s) have been registered against M/s (name of the company).

12. That, the Purchaser here by undertakes that in future, if CBI conducts any type of investigation against the aforesaid EUP(s)/Block(s) allotted to us and registers any type of FIRs against us, the same will be informed immediately to Mahanadi Coalfields Limited for suspension of further supplies of coal to our plant.

13. That, the following block(s) has/have been allocated to M/s (name of the company) for the aforesaid unit(s) / plant(s) during the Schedule-II block(s) allotment in the current auction process, for which the above FSA was signed.

Sl. No.	Name of block allocated under Schedule-II Auction	Details End Use Plant(s) (EUPs)

The supplies from above mentioned coal blocks have not yet started. In case, supplies of coal from the aforesaid block(s) starts, the same shall be intimated / informed immediately to Mahanadi Coalfields Limited for suspension of further supplies of coal to our plant under this dispensation.

Or

That, so far, no coal block(s) has/have been allocated to M/s (name of the company) for its unit(s) covered under the aforesaid FSA dated during Schedule-II block allotment in the current auction process. In case, any block(s) is/are allocated in future for the aforesaid unit(s) / plant(s) and / or supplies of coal from the said block(s) start, then, the same shall be intimated / informed immediately to Mahanadi Coalfields Limited for suspension of further supplies of coal to our plant under this dispensation.

14. That if the Purchaser fails to perform the obligations in this Affidavit cum Indemnity Bond then such failure shall be treated as material breach of terms and conditions of MOU and MCL would be free to take action under the provisions of MOU as may be deemed fit.

15. That apart from the above, the Purchaser hereby fully indemnifies MCL (Seller) against any loss, damage or consequences in any manner, arising out of any eventuality of Procurement / Utilisation of Coal in condition of non-performance of the obligations under this Affidavit cum Indemnity Bond.

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 therefrom.

Verified at thisday of 2015

DEPONENT

DRAFT
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 the Mahanadi Coalfields Limited (MCL).

2. That, the company M/s was having Fuel Supply Agreement (FSA) dated for the period from to for capacity of the Sponge Iron Plant (SIP) located at and under the FSA it procured coal from MCL.

3. That the Purchaser was allocated following coal block(s) pertaining to the above SIP covered under FSA for meeting its requirements:

Sl. No.	Name Of Block Allocatee / Purchaser	Name of the coal Block	Date of Block Allotment	Normative Date of Production	Capacity & location of End Use Plant

4. That, the three years from the Normative date(s) of Coal Production from the block(s) has expired on
.....

5. That, the above plant/unit, comes under the category 9(a) of IMC recommendations in its meeting held on 11.06.2014, i.e, the EUPs which were already having long term linkages/LOAs but their then existing linkages/FSAs were converted to tapering linkages consequent upon allocation of coal blocks.

6. That, the Purchaser hereby affirms & undertakes that the Firm/Factory/Unit is presently in running condition and that in case the said Firm/Factory/Unit is closed and / or does not consume coal supplies for what so ever reason then within 5(Five) working days I/We will inform Mahanadi Coalfields Limited in writing without fail to enable to suspend the supplies of coal to our factory/unit.

7. That, all necessary/statutory clearances, authorizations, approvals and permissions required for operation and maintenance of the plant has been obtained and valid as on date.

8. That, the Purchaser hereby undertakes that the entire coal released under this MOU will be utilised at Sponge Iron Plant (SIP) mentioned at point No.2 above and under no circumstances coal will be diverted/transferred/sold.

9. That, the Purchaser hereby undertake that the EUP(s) of M/s (name of the company) linked with the above block(s) is / are not under the investigation of Central Bureau of Investigation (CBI) and no FIR(s) have been registered against M/s (name of the company).

10. That, the Purchaser here by undertakes that in future, if CBI conducts any type of investigation against the aforesaid EUP(s)/Block(s) allotted to us and registers any type of FIRs against us, the same will be informed immediately to Mahanadi Coalfields Limited for suspension of further supplies of coal to our plant.

11. That, the following block(s) has/have been allocated to M/s (name of the company) for the aforesaid unit(s) / plant(s) during the Schedule-II block(s) allotment in the current auction process, for which the above FSA was signed.

Sl. No.	Name of block allocated under Schedule-II Auction	Details End Use Plant(s) (EUPs)

The supplies from above mentioned coal blocks have not yet started. In case, supplies of coal from the aforesaid block(s) starts, the same shall be intimated / informed immediately to Mahanadi Coalfields Limited for suspension of further supplies of coal to our plant under this dispensation.

Or

That, so far, no coal block(s) has/have been allocated to M/s (name of the company) for its unit(s) covered under the aforesaid FSA dated during Schedule-II block allotment in the current auction process. In case, any block(s) is/are allocated in future for the aforesaid unit(s) / plant(s) and / or supplies of coal from the said block(s) start, then, the same shall be intimated / informed immediately to Mahanadi Coalfields Limited for suspension of further supplies of coal to our plant under this dispensation.

12. That if the Purchaser fails to perform the obligations in this Affidavit cum Indemnity Bond then such failure shall be treated as material breach of terms and conditions of MOU and MCL would be free to take action under the provisions of MOU as may be deemed fit.

13. That apart from the above, the Purchaser hereby fully indemnifies MCL (Seller) against any loss, damage or consequences in any manner, arising out of any eventuality of Procurement / Utilisation of Coal in condition of non-performance of the obligations under this Affidavit cum Indemnity Bond.

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 therefrom.

Verified at thisday of 2015

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