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| <p>कोलइंडियालिमिटेड विपणन तथा विक्रय विभाग कोल भवन, प्रांगण सं 04 एमएआर, प्लॉट सं - एएफ-III, एक्शन एरिया - 1ए न्यू टाउन, राजरहाट, कोलकाता- 700 156 फोन: 033-23244214, फैक्स: 033-23244229 सीआईएन: L23109WB1973GO1028844 ईमेल : gmsnm@coalindia.in वेबसाइट : www.coalindia.in</p> |  | <p>COAL INDIA LIMITED MARKETING AND SALES DEPARTMENT</p> <p>COAL BHAWAN, PREMISE NO- 04 MAR PLOT- NO -AF-III, ACTION AREA-1A, NEWTOWN, RAJARHAT, KOLKATA -700 156 Ph:033-23244214, Fax: 033-23244229 CIN: L23109WB1973GO1028844 E-MAIL :gmsnm@coalindia.in WEBSITE : www.coalindia.in</p> |
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Ref no: CIL/M&S/Import subs./ 201

Date: 15.05.2020

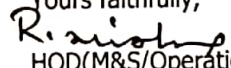
To,
GM(M&S)/HOD(M&S)
BCCL/CCL/ECL/NCL/WCL/SECL/MCL/NEC

Sub: Model MoU for supply of coal against Import Substitution

Dear sir,

Several initiatives are being taken for supply of domestic Coal as import substitution and the same has been deliberated in the Meetings held on 06.04.2020 in MoC, chaired by JS(Coal) and in the MoP, chaired by AS (power) on 10.04.2020. It has been decided to bring the level of import for the purpose of blending to zero level in this Fiscal. It was also decided in the said meeting to tie up the long term requirement of Import substitution through MoU.

Accordingly, for supply of Coal through import substitution, a model MoU has been prepared, which has been legally vetted. The same is being enclosed for executing MoU with the consumers as per the quantities to be intimated by this office.

Yours faithfully,

HOD(M&S/Operation) 15/05/2020

Encl:a/a

Copy for kind information:

- (1) D(M), CIL
- (2) Director -In charge(Marketing),BCCL,ECL, CCL,NCL, WCL,SECL, MCL & NEC
- (3) Director(CLD), Ministry of Coal, GOI

Copy to:

- (1) GM(M&S/QC),CIL
- (2) HOD(M&S/ Commercial), CIL
- (3) GM(Systems)- For uploading in import substitution portal of CIL
- (4) CM(M&S-Import substitution) & other Members of Import Substitution Committee, CIL

(To be signed in stamp paper of requisite value as applicable in each Coal Company)

**MEMORANDUM OF UNDERSTANDING (MOU) FOR SUPPLY OF COAL UNDER IMPORT
SUBSTITUTION FOR 2020-21**

This Memorandum Of Understanding (MOU) is made on the day of2020

BETWEEN

....., a company registered under the Companies Act, 1956/ 2013 and having its registered office at(address of coal company) hereinafter called the "Seller" (which expression shall unless excluded by or repugnant to the subject or context, include its legal representative, successors and permitted assigns) of the FIRST PART,

AND

M/s , a company registered under the Companies Act, 1956/2013 and having its registered office athereinafter called the "Purchaser" (which expression shall unless excluded by or repugnant to the subject or context, include its legal representative, successors and permitted assigns) of the SECOND PART.

Each of the Seller and the Purchaser are individually referred to as a "Party" and collectively referred to as the "Parties"

Whereas,

- A) During the meeting under Chairmanship of JS (LA), MoP held on 06.04.2020, it was inter alia decided that the import of coal for blending purposes by the domestic coal based power plants should be reduced to zero. Further, CEA shall issue directions to all such power plants/gencos to sign Memorandum of Understanding (MoU) with coal companies and ensure coal is supplied to such power sector units over and above their FSA entitlements. This was followed up with subsequent meeting chaired by Additional Secretary (R), MoP on 10.04.2020.
- B) Vide letter dated 28.04.2020, Ministry of Power, GOI issued an advisory to Generating Companies for reducing import of coal and replacing it with domestic coal.
- C) In pursuance to the above stated directions & in furtherance to Fuel supply Agreement (FSA) dated -----, signed between the Seller and the Purchaser for Annual Contracted Quantity of ----- for seller's Power Plant having capacity of -----, Coal India Limited vide letter no. ___, dated -----, had advised for signing of an MoU between Seller and the Purchaser for supply of coal against import substitution.

D) And in pursuance to the offer made by Seller/ CIL, the Purchaser has communicated the willingness to sign this MOU as per following terms and conditions:

NOW THEREFORE, relying on the representations and confirmations provided by the Purchaser and in consideration of the mutual covenants, terms and conditions and understandings set forth and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound, do hereby agree that-

1. A quantity of Mill. Tn. will be supplied by the Seller to the Purchaser on "best effort basis" in the declared GCV grade from ____ (source).
2. This MOU will be an integral part of FSA. Performance Incentive as well as other provisions including compensation for short supply/ lifting, shall be dealt as per FSA provisions.
3. Coal supplies to the consumers covered under SHAKTI policy shall not exceed ACQ and undertaking to this effect, shall be submitted by the purchaser before signing of MoU.

In WITNESS WHEREOF, both the Seller and Purchaser execute hereto this MOU on __ th day of __ (month), 2020 through duly authorized representatives in presence of the witnesses mentioned hereunder :

| For Name of the Coal Company | | For Name of the Power Plant | |
|-------------------------------------|--|------------------------------------|--|
| Signature : | | Signature : | |
| Name: | | Name: | |
| Designation: | | Designation: | |
| Address: | | Address: | |
| Telephone: | | Telephone: | |
| Fax : | | Fax : | |
| 1. Witness | | 1. Witness | |
| Signature : | | Signature : | |
| Name: | | Name: | |
| Designation: | | Designation: | |
| Address: | | Address: | |
| Telephone: | | Telephone: | |
| Fax : | | Fax : | |
| Witness 2: | | Witness 2: | |
| Signature : | | Signature : | |
| Name: | | Name: | |
| Designation: | | Designation: | |
| Address: | | Address: | |
| Telephone: | | Telephone: | |
| Fax : | | Fax : | |