



CIN- L23109WB1973GO1028844

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संदर्भ सं०: CIL/M&S/23-24/NRS-CPSE/202

दिनांक: 25.04.2023

NOTICE

Sub: Documents to be sought from CPSE NRS units for renewal of their expiring FSAs

The optimized list of documents to be obtained from CPSE NRS units for renewal of their linkages is as under:

1. Relevant Corporate Authorizations of the concerned unit for execution and performance of the obligations under the agreement viz. Certified true copy of Board Resolution or Certified true copy of Shareholders Resolution
2. Copy of valid 'Factory License' with respect to the Specified End Use Plant or copy of application filed for renewal of the same, in case 'Factory License' has recently expired.

In case 'Factories Act' is not applicable due to the number of workers employed, an 'Affidavit-cum-Undertaking' to the effect that the said unit does not qualify as a 'Factory' as per Section 2(m) of 'Factories Act', is to be submitted.

3. Copy of valid 'Consent to Operate' in respect of the Specified End Use Plant issued under the relevant pollution control laws or copy of application filed for renewal of the 'Consent to Operate' that expired recently.

Alternatively, a valid 'No Objection Certificate' from the relevant State Pollution Control Board may be submitted. Wherever, the relevant State Pollution Control Board does not specify the validity of the certificate issued by them, such a certificate will be considered acceptable and an intimation will be sent by the concerned Coal Company to the certificate issuing authority.

4. Copy of GSTIN and PAN of the concerned CPSE
5. Security Deposit
6. Notarized 'Affidavit-cum-Indemnity Bond' in the model format attached herewith

All the above documents obtained for renewal of FSAs need to be self-attested by the FSA Signatory / Company Secretary of the concerned CPSE.

This issues with the approval of the competent authority.

Encl: As above

Yours faithfully

25/4/23
CM (M&S-FSA/Linkage)

Copy for kind information to:

1. Director (Mktg), CIL
2. ED (M&L), CIL
3. GM (M&S) / Section-in-charges, CIL
4. GM (System), CIL: With a request for hoisting this letter on CIL's website
5. GM / HOD (M&S), BCCL/ CCL/ ECL/ MCL/ NCL/ SECL/ WCL/ NEC

FORMAT OF AFFIDAVIT-CUM-INDEMNITY BOND

**(To be furnished in not less than Rs 50/- Stamp paper or as per Stamp Act)
(Stamp Paper should be purchased by CPSE in its own name)**

This deed of Affidavit-Cum-Indemnity is executed on this day (Date) by (Name of the CPSE unit) (Purchaser) having its registered corporate office at (Address) represented through Mr / Ms (Name), S/o (Name) its duly authorized representative (hereinafter referred to as '**Indemnifier**') in favour of Subsidiary (Seller) (hereinafter referred to as the '**Indemnified**') having its registered office at (Address).

Whereas pursuant to due authorization by the above named CPSE unit, the Indemnifier has approached the Indemnified for executing renewal of the Fuel Supply Agreement (FSA) dated _____

And, whereas on behalf of the CPSE, the Indemnifier undertakes and confirms that the unit has complied with all applicable laws, rules & regulations in relation to running their plant, the documents whereof have been validly executed. True, correct and valid copies of document are available with the Indemnifier's CPSE unit, which if requisitioned by the Indemnified at any point of time, will be produced by the Indemnifier/ CPSE unit promptly.

And, whereas on behalf of CPSE, the Indemnifier undertakes and confirms that validity of the documents, wherever applicable, shall be maintained during the entire tenure of the aforesaid FSA including its renewal dated _____

And, whereas the CPSE unit will seek continuation of coal supply for a maximum of three months after the date of expiry of the CTO/Factory License if any. Towards this, CPSE shall inform before expiry of validity of such documents and submit proof of application for renewal of such relevant documents.

And, whereas the Indemnifier irrevocably agrees to indemnify for any liability to the Indemnified by virtue of non-compliance of any law, rules / regulations and/or expiry of validity of document(s).

And, whereas the Indemnifier on behalf of above mentioned CPSE, irrevocably agrees to undertake and indemnify the Indemnified from any adverse consequences in case of any breach / default or for any liability to the Indemnified accruing on account of the same and/ or for any false statement in terms of this Affidavit-cum-Indemnity Bond.

**And, whereas the Indemnifier undertakes and indemnifies that during renewal of FSA of Fertilizer unit of the CPSE, coal has been utilized for production of 'Urea' only. (Strike out if not applicable)*

The indemnifier hereby irrevocably agrees from time to time and all times to save and keep harmless and to indemnify Coal India Limited/ Subsidiary from any loss or damage caused to the Indemnified due to any act/omission/misrepresentation of the Indemnifier in relation to the above.

Place:

(Signature with Name & Designation)

Date:

Company Seal

Witness:

1. Signature with Name, Designation & Address
2. Signature with Name, Designation & Address