



सेंट्रल कोलफील्ड्स लिमिटेड

(भारत सरकार का एक उपक्रम)

विक्रय एवं विपणन विभाग

दरभंगा हाउस, रांची 834 029

CENTRAL COALFIELDS LIMITED

(Govt. of India Undertaking)

Sales & Marketing Department

DARBHANGA HOUSE, RANCHI

टेलिफ़ैक्स/Telefax- 0651-2360369 वेबसाइट/Website- www.ccl.gov.in

Ref. No. CCL/HQ/C-4/FSA-CPSE/2023-24/ 661

Date: 26/04/2023

Notice for renewal of existing FSAs with CPSEs as per Linkage Auction Policy for Non-regulated Sector

This is in reference to our earlier notice No. CCL/HQ/C-4/FSA-CPSE/2023-24/599 dated 12.04.2023 for renewal of existing FSAs with CPSEs and Fertilizer (Urea) as per Linkage Auction Policy for Non-regulated Sector. In this regard, it is to mention that CIL vide notice No. CIL/M&S/23-24/NRS-CPSE/202 dated 25.04.2023 has notified the documents to be sought from CPSE NRS units for renewal of their expiring FSAs (copy attached).

In view of the above, concerned existing FSA consumers of CCL under CPSEs category are requested to submit the documents to this office as per enclosed notice of CIL along with the requisite Security Deposit (if in BG, as per attached format) before expiry of the existing FSA so that further needful action for renewal of such FSAs can be taken by CCL.

Encl. As above

anjh. 26/4/23
General Manager (M&S), CCL
mt

Copy for kind information:

1. Dir. (Tech./ Op.), CCL, Ranchi
2. GM(M&S- Comml.), CIL, Kolkata
3. HOD(M&S-FSA), CIL, Kolkata
4. Chief Manager (M&S-Coord.)/ (M&S-Rail)/ (Fin.-M&S), CCL, Ranchi
5. Manager (M&S-FSA), CCL, Ranchi

कोल इण्डिया लिमिटेड
(महाराष्ट्र कंपनी)

विपणन एवं विक्रय विभाग

फोन: 033-23244214 / फैक्स: 033-23244229



Coal India Limited
(A Maharatna Company)

Marketing & Sales Department
Phone: 033-23244214 / Fax: 033-23244229

CIN- L23109WB1973G01028844

Coal Bhawan, Premise No.- 04 MAR, Plot No. AF-III, Action Area-IA, New Town, Rajarhat, Kolkata -700156
Email: hodfsa.cil@coalindia.in / Website: www.coalindia.in

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.

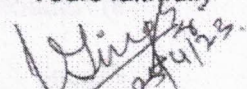
4. Copy of GSTIN and PAN of the concerned CPSE
5. Security Deposit
6. Notarized 'Affidavit-cum-Indemnity Bond' in the model format attached herewith

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


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

**BANK GUARANTEE FORMAT
FOR SECURITY DEPOSIT**

On Rs. 100/- Non judicial Stamp Paper

Date of Issue: -----

Effective Date : -----

Expiry Date: -----

Value of B.G: -----

1 The Chairman-cum-Managing Director,
Central Coalfields Limited,
Darbhanga House, Ranchi

2. In consideration of Central Coalfields Limited having its Registered Office at Darbhanga House, Opp. Raj Bhawan, Ranchi, Jharkhand-834001 and Sales Office at aforesaid place (hereinafter referred to as ' **Seller** ', which expression shall unless excluded by or repugnant to the subject or context, include its legal representatives, successors and permitted assigns) having agreed to supply Coal/Imported Coal to _____(Name of the Company/ Partnership firm/ Proprietor) having its registered office at _____(address of the Company/ Partnership firm/ Proprietor) (hereinafter referred to as the ' **Purchaser** ', which term shall unless excluded or repugnant to the subject or context include its legal representatives, successors and permitted assigns in case of Company) and, the Purchaser being required to furnish the Security Deposit as per the terms of the Fuel Supply Agreement (FSA)

We, _____(Name and address of the Bank), having its Head Office at _____(Address of the Head Office of the Bank) (hereinafter called the Guarantor, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby irrevocably and unconditionally guarantee and undertake to pay Seller or such other place or places as may be directed by the Seller all amounts payable by the Purchaser to the extent of Rs. _____/- (Indian Rupees _____) at any time upto _____(date that is sixty-four (64) months from the date of issue of the Bank Guarantee) subject to the following terms and conditions :-

1) The Guarantor shall pay to the Seller on demand and without any demur, reservation, contest, recourse or protest and/ or without any reference to the Purchaser As to whether the occasion or ground has arisen for such demand, the decision of the Seller shall be final.

2) The Seller shall have the fullest liberty without reference to the Guarantor and without affecting this guarantee to postpone at any time or from time to time the exercise of all or any of its powers and rights under arrangement made with the Purchaser, and the Guarantor shall not be released from this guarantee by any arrangement between the Seller and the Purchaser or any alteration thereof made with



or without the consent of the Guarantor or by exercise or non-exercise by the Seller of all or any of its powers and rights against the Purchaser, or any other forbearance, act of omission on the part of the Seller or indulgence granted by or on behalf of the Seller to the Purchaser, which under the law relating to surety ship would but for this provision have the effect of releasing the Bank as Guarantor from their obligations under this guarantee.

3) The guarantee herein contained shall not be determined or affected by the winding up or insolvency of the Purchaser, but shall in all respects and for all purpose be binding and operative until all monies due to the Seller in respect of all liability or liabilities of the Purchaser are fully paid.

4) It is also agreed that Seller will be entitled at its option to enforce this guarantee against the Guarantor as principal debtor in the instance notwithstanding any other security or guarantee that the Seller may have in relation to the Purchaser's liability.

5) The Guarantee will remain valid for a period of sixty-four (64) months from the date hereof and to such further period, as may be required and agreed by the Parties and agreed by the Guarantor before the expiry of the aforesaid validity.

6) The Guarantee shall cover all claims or demand of Seller to the extent of the amount guaranteed.

7) Notwithstanding anything contained, the liability of the Guarantor under this Agreement is restricted to Rs. _____/- (Indian Rupees _____), and the same will remain in force upto and including the day of _____ (date that is sixty-four (64) months from the issue of the Bank Guarantee) and to such further period, as may be required and agreed by the Parties and agreed by the Guarantor before the expiry of the aforesaid validity.

8) This guarantee can be enforced by Seller any number of times for their claims or demand to the total extent of Rs. _____/- (Indian Rupees _____), as long as it remains in force.

9) Unless a demand or claim under this guarantee is received by the Guarantor within the period mentioned in clause 5 and 7 hereof, all rights of the Seller shall be forfeited and the Guarantor shall be relived or discharged from all liabilities.

10) This Guarantee is subject to the laws of India. Any suit, action, or other proceedings arising out of this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts at **Ranchi, Jharkhand, India**.

11) The guarantee is operative at our ----- (name and address of the branch) Branch, **Ranchi, Jharkhand**.

Signature of the Bankers
With date & Rubber Stamp

