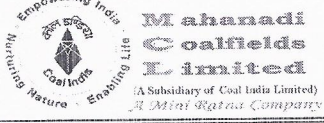


ମହାନଦୀ କୋଲଫିଲ୍ଡ୍ସ ଲିମିଟେଡ୍

Mahanadi Coalfields Limited



Office of the General Manager(M&S)

PO: Jagriti Vihar, Sambalpur-768020, Orissa.

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

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No. MCL/M&S/Exclusive E-auction/phase-II/ 1989

Dt. 28.12.2018

NOTICE

Subject : Modalities and Format of BG for submission of EMD through Bank Guarantee (BG) mode for Exclusive E-auction for 2018-19 for Non- Power consumers(including CPPs) - Phase II (3 monthly auction: JAN'2019-MAR'2019)

The Modalities and format of BG is enclosed herewith for submission by prospective bidders for participating in Exclusive E-auction for 2018-19 for Non- Power consumers(including CPPs) - Phase II (3 monthly auction: JAN'2019-MAR'2019).

Encl :As stated above.

राजेश मिश्रा 28/12/18
विभागाध्यक्ष (विपणन और विक्रय)

Distribution,
for uploading on websites:

1. GM (System), MCL

For uploading on respective websites and further action:

1. M/s mjunction services Ltd.

Copy for information to :

1. TS to Director (M), CIL
2. DT(Op),MCL
3. GM (M&S), CIL

Modalities for Submission of EMD through Bank Guarantee (BG) mode

All interested registered consumers shall be required to deposit in advance non-interest bearing EMD with respective service provider for such an amount as would cover 10% of the reserve price (of e-Auction concerned) for the intended bid quantity in terms of basic price of coal exclusive of taxes, duties and other charges as applicable before participating in Exclusive E-auction for 2018-19 for Non- Power consumers(including CPPs) - Phase II. This may be paid upfront by way of Bank Draft / Bankers P.O or by way of e-transfer. Or,

The Bidder shall have the option to furnish the EMD in the format of Bank Guarantee also

- i. Which shall be to the tune of 20% of the reserve price of Exclusive E-auction for the intended bid quantity in terms of Basic price excluding taxes duties and other charges.
- ii. Such BG to be submitted need to be drawn in favour of The Chairman – cum- Managing Director, Mahanadi Coalfields Limited, Burla, Sambalpur.
- iii. The BG issued by the issuing branch on behalf of the customers should be in the prescribed format and should adhere to the *Structured Financial Messaging System (SFMS)*. The detailed modalities for acceptance and confirmation of Bank Guarantee(BG) through SFMS is already notified in MCL website vide notice no.MCL/SBP/GM(S&M)/2016-17/3028 dtd.30.01.2017 & 3215 dtd.27.02.2017, available in MCL website at www.mahanadicoal.in . Non-SFMS BG & BG not adhering to the prescribed format/extant modalities notified in the said notice will not be considered.
- iv. The validity of the BG shall be at least throughout the pendency of lifting plus 45 days in case of Road i.e. BG shall be valid till 30th June 2019 .
- v. Confirmation of issuance of BG through SFMS from advising bank shall be obtained through electronically and the conformation shall be forwarded to service provider. However in spite of effort if MCL fails to get required BG conformation from the advising bank branch before the schedule auction date, the bidder shall not be eligible to participate in the bidding and the reason for non-confirmation of BG shall be attributed to the bidders.
- vi. After completion of auction the BG of the successful Bidders will stand transferred to MCL. MCL will verify the BG of successful bidders from issuing branch.
- vii. In the event of failure of the Bidder to deposit the coal value for lifting of coal the BG will be encashed by MCL.
- viii. In case of falsification in BG, the concerned Bidder will be blacklisted. Also, any amount equivalent to EMD in credit of MCL the same will be forfeited.

As long as EMD is available in the registered consumer's account with the Service Providers, the consumer can participate in Exclusive E Auction conducted by any coal company of CIL through the particular Service Provider. In other words, it may be a global EMD for participating in e-Auction conducted by a Service Provider. However, such option will not be available in case of company wise BG is submitted by the Bidder in place of cash EMD.

The format of BG is enclosed herewith for submission by prospective bidders for participating in Exclusive E-auction for 2018-19 for Non- Power consumers(including CPPs) - Phase II.

राजेश मिश्रा 28/12/18
विभागाध्यक्ष (विपणन और विक्रय)

**BANK GUARANTEE FORMAT
FOR EMD CUM SECURITY DEPOSIT
(Exclusive e-Auction for Non-power consumers : 3 monthly Basis)
On Rs. 50/- Non judicial Stamp Paper**

Date of Issue: -----

Effective Date: -----

Expiry Date: -----

Value of B.G: -----

1. [The Chairman – cum- Managing Director,
MAHANADI COALFIELDS LIMITED,
JAGRITI VIHAR, BURLA
SAMBALPUR, ODISHA-768020]

In consideration of the offer for coal through Exclusive e-auction for Non-Power consumers for 2018-19 phase-II by Mahanadi Coalfields Limited having its Registered Office at **Jagriti Vihar, Burla Sambalpur, Odisha-768020** and Sales Office at **Jagriti Vihar, Burla, Sambalpur, Odisha -768020** (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, M/s.....Name of the Company/ Partnership firm/ Proprietor) having its registered office at _____ (address of the Company/ Partnership firm/ Proprietor) (hereinafter referred to as the "Bidder" initially and once succeeded in the Bid referred to as "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 being required to furnish Earnest Money Deposit (EMD) for the purpose of participating in the Bid and the said EMD to be converted to Security Deposit and maintained with the Seller, once successful in the said Bid as per the terms of the Exclusive E-auction Scheme 2015 for non-power consumers (including CPPs) and subsequent notice/modalities notified in this regard.

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 6 (six) 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 Bidder/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 Bidder/Purchaser, and the Guarantor shall not be released from this guarantee by any arrangement between the Seller and the Bidder/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 Bidder/Purchaser, or any other for bearance, act of omission on the part of the Seller or indulgence granted by or on behalf of the Seller to the Bidder/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 Bidder/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 Bidder/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 Bidder/Purchaser's liability.
- 5) The Guarantee will remain valid for a period of 6 (six) 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 nine (9) 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 time 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 in writing within the period mentioned in clause 5 and 7 hereof, all rights of the Seller under this instrument shall be forfeited and the Guarantor shall be relived or discharged from all liabilities.
- 10) The guarantee is operative at our _____ (name and address of the branch) Branch, _____ (Place).
- 11) This guarantee shall not be discharged due to the change in the constitution of the issuing bank.
- 12) The bank has under its constitution power to give guarantee and Shri _____ who has signed on behalf of the bank has authority to do so.

The Postal address, Telephone No., Fax No. and E-mail address of both the outstation bank issuing the bank guarantee and local operating branch are as follows:

Postal address of the outstation bank issuing the guarantee:
Telephone No. of the outstation bank issuing the guarantee:
Fax No. of the outstation bank issuing the guarantee:
E-mail address of the outstation bank issuing the guarantee:

Postal address of the local operating branch in Sambalpur:
Telephone No. of the local operating branch in Sambalpur:
Fax No. of the local operating branch in Sambalpur:
E-mail address of the local operating branch in Sambalpur:

Signature of the Bankers
With date & Rubber Stamp