



COAL INDIA LIMITED
 कोयल इंडिया लिमिटेड
A Maharatna Company
 महारत्न कंपनी
 (Govt. of India Undertaking)
 भारत सरकार का उपक्रम
 (Marketing Division)
 विक्रय एवं विपणन विभाग
 Coal Bhawan, Ground Floor,
 Premises No.04 MAR, Plot AF-III, Action Area-1A,
 Rajarhat, New Town, Kolkata 700 156.

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वेब साइट
Corporate ID No. L23109WB1973G0I028844

Ref. No. CIL/S&M/ *Special E-auction/1946*

दिनांक : November 05, 2015.

To:
 M/s. MSTC Limited,
 225C, AJC Bose Road,
 Kolkata - 700 020.

M/s. m junction Services Limited,
 Godrej Water Side (3rd Floor),
 Tower One, Plot - V, Block - DP,
 Sector - V, Salt Lake,
 Kolkata - 700 091.

General Manager(S&M)s,
 CCL, Ranchi/WCL, Nagpur/SECL, Bilaspur/MCL, Sambalpur/NCL, Singrauli.

Sub: Submission of Bank Guarantee (BG) towards EMD in the Special Forward e-Auction for Power Producers to be held from 24-11-15 to 26-11-15.

Dear Sir(s),

It is being informed that the Bidders who intend to submit EMD through BG as per the Scheme will have to submit the BG in original along with a copy to the Service Providers. The Service Providers will immediately send the copy of the BG duly attested by the Service Providers (keeping the original with them) to CIL, Marketing Division for verification from the Nodal Branch of the issuing Bank at Kolkata.

After verification of the BGs, CIL, Marketing Division will communicate the name of the Bidders whose confirmation of BG has been received to the Service Providers to allow them for bidding. After auction is over, the original BG of the successful Bidders shall immediately be transferred by the Service Providers to the Subsidiary Coal Companies. The Subsidiary Coal Companies shall verify the original BG from the issuing Branch. The BG of unsuccessful Bidders should be returned by the Service Providers.

Further for operational convenience in respect of confirmation of BG, the list of consortium scheduled banks of CIL having branches at Kolkata on which BG is to be prepared by the Bidders has been enclosed in the Annexure-A. The format of the BG is also enclosed in the Annexure - B which was already uploaded in the CIL Website.

You all are requested to give a wide publicity of the above through Website/Notice. This issue was discussed by GM(F)(S&M), CIL in the orientation meeting on the scheme held with the representatives of Power Producers on 03/11/2015. This is in addition to the clauses which were already provided in the scheme.

Enclo: As stated.


Yours faithfully,

 (LK Mishra)
 General Manager(S&M)

Copy to: GM(Systems), CIL, Kolkata - for uploading in the CIL Website.

LIST OF CONSORTIUM BANKS OF CIL

1. STATE BANK OF INDIA
2. PUNJAB NATIONAL BANK
3. UNITED BANK OF INDIA
4. CANARA BANK
5. ALLAHABAD BANK
6. UNION BANK OF INDIA
7. BANK OF BARODA
8. BANK OF INDIA
9. ORIENTAL BANK OF COMMERCE
10. HDFC BANK
11. ICICI BANK
12. HSBC LTD
13. STANDARD CHARTERED BANK
- ~~14. BNP PARIBAS~~
15. CITI BANK
16. DEUTSCHE BANK


2/11/2013


2/11/13

**BANK GUARANTEE FORMAT
FOR EMD CUM SECURITY DEPOSIT
(Refer Clause 4.1.(b) of Special Forward E-auction Scheme)
On Rs. 50/- Non judicial Stamp Paper**

Date of Issue: -----

Effective Date: -----

Expiry Date: -----

Value of B.G: -----

[The Chairman – cum- Managing Director,
[Name of Subsidiary Coal Company]
[Address of Subsidiary coal company]

In consideration of the offer for coal through Special Forward e-auction by(Name of the Subsidiary Coal Company) having its Registered Office at _____ (regd. address of the subsidiary Company) and Sales Office at _____ (address of the sales office of the subsidiary Company) (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 Special Forward E-auction Scheme 2015.

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 8(eight) 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 forbearance, 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 eight(8) 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 eigh (8) 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 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 Kolkata:
Telephone No. of the local operating branch in Kolkata:
Fax No. of the local operating branch in Kolkata:
E-mail address of the local operating branch in Kolkata:

Signature of the Bankers
With date & Rubber Stamp