



MCL

Office of the General Manager (M&S)

PO: Jagriti Vihar, Burla, Sambalpur-768020, Odisha.

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

Telephone No.: 0663 – 2542870 (O) / 2542359 (O)

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MCL/SBP/GM/M&S/COMML/2021-22/110.

दिनांक/ Date : 13/12/2021

सूचना / NOTICE

**एनआरएस लिंकेज नीलामी के बोलीदाताओं/ग्राहकों द्वारा प्रस्तुत बैंक गारंटी का प्रारूप
Format of Bank Guarantee submitted by NRS Linkage Auction Bidders/Customers**

संदर्भ / Ref:

- (i) सूचना क्र. Notice No. MCL/SBP/GM(S&M)/2016-17/3028 dated 30.01.2017
- (ii) सूचना क्र. Notice No. MCL/SBP/GM(S&M)/Comml./2016-17/3215 dated 27.02.2017
- (iii) सूचना क्र. Notice No. MCL/SBP/GM(S&M)/Comml./2016-17/3241 dated 03.03.2017

एसएफएमएस के माध्यम से बैंक गारंटियों की स्वीकृति और पुष्टि के तौर-तरीकों के संबंध में एमसीएल द्वारा जारी उपरोक्त संदर्भित नोटिस के लिए रेफरेंस आमंत्रित किया जाता है। सभी एनआरएस लिंकेज नीलामी के बोलीदाताओं/ग्राहकों को एतद्वारा सूचित किया जाता है कि बोलीदाताओं/ग्राहकों की ओर से जारीकर्ता बैंक द्वारा जारी बैंक गारंटी का, संबंधित नीलामी योजना दस्तावेज में निर्धारित प्रारूप में होना और संरचित वित्तीय संदेश प्रणाली) एसएफएमएस (का पालन करना आवश्यक है। बैंक गारंटी के लिए यह भी आवश्यक है कि उसमें एमसीएल द्वारा उपरोक्त संदर्भित नोटिस के माध्यम से अधिसूचित सभी विवरणों को शामिल किया जाए।

Reference is invited to the above referred Notices issued by MCL in connection with Modalities for acceptance and Confirmation of Bank Guarantees through SFMS. All NRS Linkage Auction Bidders/Customers are hereby informed that the Bank Guarantees issued by the Issuing Bank on behalf of the bidders/customers should be in the format prescribed in the respective auction scheme document and should adhere to the Structured Financial Messaging System (SFMS). The Bank Guarantee is also required to incorporate all the particulars notified by MCL vide the above referred Notices.

बोलीदाताओं/ग्राहकों की सुविधा हेतु, उपरोक्त संदर्भित सूचना के अनुसार आवश्यक अतिरिक्त विवरणों के साथ बैंक गारंटी का एक निर्देशात्मक प्रारूप संदर्भ के लिए इसके साथ संलग्न है। यह स्पष्ट किया जाता है कि संलग्न प्रारूप केवल निर्देशात्मक है और यह किसी भी तरह से योजना दस्तावेज/एफएमएस के नियमों और शर्तों को प्रभावित नहीं करता है।

For convenience of bidders/customers, an indicative format of Bank Guarantee alongwith required additional particulars as per the above referred Notices is annexed herewith for reference. It is clarified that the attached format is indicative only and the same doesn't affect the terms and conditions of the Scheme Document/FSA in any manner.

संलग्न : यथोक्त / Enclosed: as above

महाप्रबंधक (विपणन एवं विक्रय)
General Manager (M&S)

प्रतिलिपि / Copy to

1. GM/HOD (Fin-SA), MCL HQ /GM(System) - With a request to host in website.
2. Chief Manager (M&S-Comml.)/Chief Manager (M&S-Rail/OP)
3. Manager (M&S-RS), MCL HQ
4. Manager (Fin-SA), M&S Department, MCL HQ

NOTICE

SUB: Modalities for acceptance and Confirmation of Bank Guarantees through SFMS.

All customers of MCL are hereby notified that, all Bank Guarantees issued by the Issuing Bank on behalf of the customers should be in the prescribed format of the respective FSAs/auction schemes and should adhere to the Structured Financial Messaging System (SFMS). The modalities of which are as below:-

1. The BGs shall be issued in paper form as well as under Structured Financial Messaging System (SFMS).
2. The paper BG would be delivered by the issuing bank to the Beneficiary under Speed Post/Registered Post (AD). Original BG shall be accepted from the issuing bank only.
3. However, the paper BG would be operative only on receipt of separate advice through SFMS and confirmed by the advising bank (i.e., Beneficiary's Bank).
4. The confirmation of Issuance of BG through SFMS from advising bank shall be obtained through electronically as well as print out of the said message from advising bank with seal and signature.
5. The customers may choose any one among the following as advising bank of MCL:

I. State Bank of India as advising bank of MCL-

Name and details of Beneficiary.	I	Name	Mahanadi Coalfields Limited
	II	Area	MCL HQ Sambalpur
	III	Name of Bank	State Bank of India
	IV	Bank A/C No.	010659453016
	V	Department	Sales and Marketing
Beneficiary's Advising Bank, Branch and Address for Conformation of BGs through SFMS	I	Name of the Bank	State Bank of India
	II	Bank branch name	MCL Complex Burla
	III	Branch Code	07749
	IV	IFSC Code	SBIN0007749
	V	Bank Branch Address	MCL Complex, Jagriti Vihar, Burla, Sambalpur - 768020

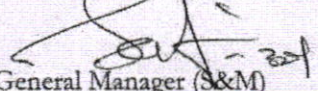
II. ICICI bank as advising bank of MCL

Name and details of Beneficiary.	I	Name	Mahanadi Coalfields Limited
	II	Area	MCL HQ Sambalpur
	III	Name of Bank	ICICI Bank
	IV	Bank A/C No.	019405003862
	V	Department	Sales and Marketing
Beneficiary's Advising Bank, Branch and Address for Conformation of BGs through SFMS	I	Name of the Bank	ICICI Bank
	II	Bank branch name	Sambalpur
	III	Branch Code	0194
	IV	IFSC Code	ICIC0000194
	V	Bank Branch Address	Paradise Chamber, Infront of Jagannath Temple, Budharaja, Sambalpur - 768004

The issuing bank shall send information about issuance of BG through SFMS gateway to either of the above referred banks to aid to the process of confirmation of BG.

6. Under SFMS, extension/subsequent amendments to BGs should be done following the above procedure.
7. The BG formats should be modified including the following clauses:
 - a) The Bank Guarantee shall also be operative at our Sambalpur Branch located at (*Detailed Address*) from whom, confirmation regarding issuance of this guarantee or extension/renewal thereof shall be made available on demand.
 - b) Any notice by way of request, demand or otherwise hereunder may be sent by post/e-mail/Fax addressed to the bank branch / operative branch, which shall be deemed to a sufficient demand notice. Bank shall effect payment thereof forthwith.
 - c) Details of issuing bank of this guarantee –
 - I. Complete Postal address with PIN code –
 - II. Branch Code –
 - III. IFSC Code –
 - IV. SWIFT –
 - V. FAX No. –
 - VI. Email ID –
 - d) Details of operative branch of this guarantee –
 - I. Complete Postal address with PIN code –
 - II. Branch Code –
 - III. IFSC Code –
 - IV. SWIFT –
 - V. FAX No. –
 - VI. Email ID –
 - e) Whenever there is change in postal address and/or other details of this branch issuing this guarantee and/or operative branch, we (*the issuing bank*) will ensure to intimate MCL, being the beneficiary, of such changed address, telephone number, FAX no. and e-mail ID.

Yours faithfully,


General Manager (S&M)
M.C.L.

Copy to –

1. Director (T/O), MCL
2. G.M (FIN-SA), MCL
3. G.M (Systems) - is requested to hoist the above notice on MCL website under the link "Our Business" -> "Sales & Marketing" -> "Notices" -> "Deposit Notice"

NOTICE

**SUB: Acceptance and Confirmation of Bank Guarantees through SFMS:- Addendum to Notice
Ref. No. MCL/SBP/GM(S&M)/ 2016-17/ 3028 dated 30/01/2017**

Inviting reference to notice ref. no. MCL/SBP/GM(S&M)/ 2016-17/ 3028 dated 30/01/2017 issued by the office of the undersigned; this is for the information of all concerned that in addition to the modalities mentioned in our above referred notice, the following information needs to be mentioned by the BG issuing Bank in case of transmitting the BG to ICICI Bank (one of the advising Banks of MCL).

While transmitting the Bank Guarantee through SFMS to ICICI Bank, the applicant's Bank is required to mention the following details for Beneficiary Bank.

SFMS Field	Details
7035	IFSC Code
7036	ICICI BANK LIMITED, Paradise Chamber, In Front of Jagannath Temple, Budharaja, Sambalpur, Odisha-768004, A/c No. 019405003862
7037	MCL224951

Further, the BG issuing Bank should mention the code '**MCL224951**' in field no. **7037** of **IFN760COV/IFN767COV** so as to enable the email IDs tagged with the account to receive advised BG over mails.

The above is for the information of all concerned.

Yours faithfully,


General Manager (S&M)

CC:

- DT (OP), MCL
- GM(Fin-SA), MCL
- GM(Systems)- is requested to hoist the above notice on MCL website under the Link "Our Business"-- > "Sales & Marketing"-- > "Notices"--- > "Deposit Notice"

ମହାନଦୀ କୋଲଫିଲ୍ଡସ୍ ଲିମିଟେଡ୍
Mahanadi Coalfields Limited
(A subsidiary of Coal India Limited)

Office of the General Manager (Sales & Marketing)
PO: Jagruti Vihar, Sambalpur - 768020, Odisha
PBX No.: 0663 - 2542461 - 65, FAX No.: 0663 - 2542307
Telephone No.: 0663 - 2542870 (O) / 2542359 (D)
Email ID: cgmsm_mcl@yahoo.co.in / cgmsm_mcl@rediffmail.com



No. MCL/SBP/GM(S&M)/Comml./2016-17/ 3241

Dt. - 03/03/2017

NOTICE

In continuation to notice no. - MCL/SBP/GM(S&M)/2016-17/3028 dtd. - 30/01/2017, at clause no. - 7(c) & 7(d) kindly submit the details of Telephone No. at Sl. no. - v, before Fax No.

This is for strict compliance of all concerned.

R. Mishra 3/3/17
General Manager (S&M)
M.C.L.

Copy to -

1. G.M (Systems) - is requested to hoist the above notice on MCL website under the link "Our Business" ->"Sales & Marketing" -> "Notices"-> "Deposit Notice"

Format of Performance Security

[Reference number of the bank]

[date]

To

1. The Chairman-cum-Managing Director
Mahanadi Coalfields Limited
At/Po- Jagruti Vihar, Burla
Sambalpur, Odisha-768020

2. The General Manager (M&S)
Mahanadi Coalfields Limited
At/Po- Jagruti Vihar, Burla
Sambalpur, Odisha-768020

WHEREAS

- A. [Name of the Successful Bidder], a company incorporated in India under the Companies Act, [1956/2013] with corporate identity number [CIN of the Successful Bidder], whose registered office is at [address of registered office], India and principal place of business is at [address of principal place of business, if different from registered office] **OR** [Name of the Individual], an individual residing at [address] and carrying on a sole proprietorship business under the name style of [Name of Successful Bidder] at [address of sole proprietorship], **OR** [Name of the Successful Bidder], a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, with its registered office at [address of registered office] **OR** [Name of the Individual], an individual residing at [address], [Name of the Individual], an individual residing at [address] and [Name of the Individual], an individual residing at [address] all carrying on a partnership business under the name style of [Name of the Successful Bidder] registered under [name of Act under which the firm is registered] and with its principal place of business at [address of principal place of business] **OR** [Name of the Successful Bidder], a [insert legal nature of the Successful Bidder (e.g. trust, society etc.)] incorporated under the [insert statute under which the Successful Bidder is incorporated] with its registered office/ principal place of business/ office at [address of registered office/ principal place of business/office] (hereinafter referred to as the “Purchaser”) is required to provide an unconditional and irrevocable bank guarantee for an amount equal to INR [figures] (Indian Rupees [words]) as a performance security valid until [date of expiry of performance bank guarantee] (“Expiry Date”).
- B. The Performance Security is required to be provided to **Mahanadi Coalfields Limited** (the “Seller”) for discharge of certain obligations of the Purchaser under the Scheme Document dated, with respect to Auction of Coal Linkages in thesub sector and the fuel supply agreement to be executed between the Seller and the Purchaser (hereinafter collectively referred to as the “Agreement”).

We, [name of the bank] (the "Bank") at the request of the Purchaser do hereby undertake to pay to the Seller an amount not exceeding INR [figures] (Indian Rupees [words]) ("Guarantee Amount") to secure the obligations of the Purchaser under the Agreement on demand from the Seller on the terms and conditions contained herein.

NOW THEREFORE, the Bank hereby issues in favour of the Seller this irrevocable and unconditional payment bank guarantee (the "Guarantee") on behalf of the Purchaser in the Guarantee Amount:

1. The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to the Seller without any demur, reservation, caveat, protest or recourse, immediately on receipt of first written demand from the Seller, a sum or sums (by way of one or more claims) not exceeding the Guarantee Amount in the aggregate without the Seller needing to prove or to show to the Bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between the Seller and Purchaser on any matter whatsoever. The Bank undertakes to pay to the Seller any money so demanded notwithstanding any dispute or disputes raised by the Purchaser in any suit or proceeding pending before any court or tribunal relating thereto the Bank's liability under this present being absolute and unequivocal.
2. The Bank acknowledges that any such demand by the Seller of the amounts payable by the Bank to the Seller shall be final, binding and conclusive evidence in respect of the amounts payable by Purchaser to the Seller under the Agreement.
3. The Bank hereby waives the necessity for the Seller from demanding the aforesaid amount or any part thereof from the Purchaser and also waives any right that the Bank may have of first requiring the Seller to pursue its legal remedies against the Purchaser, before presenting any written demand to the Bank for payment under this Guarantee.
4. The Bank further unconditionally agrees with the Seller that the Seller shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time to: (i) vary and/ or modify and of the terms and conditions of the Agreement; (ii) extend and/ or postpone the time for performance of the obligations of the Purchaser under the Agreement, or (iii) forbear or enforce any of the rights exercisable by the Seller against the Purchaser under the terms and conditions of the Agreement and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Seller or any indulgence by the Seller to the Purchaser or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.
5. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever.

6. The Bank agrees that Seller at its option shall be entitled to enforce this Guarantee against the Bank, as a principal debtor in the first instance without proceeding at the first instance against the Purchaser.

7. The Bank further agrees that the Guarantee herein contained shall remain in full force and effect during the period that specified in the Agreement and that it shall continue to be enforceable till all the obligations of the Purchaser under or by virtue of the said Agreement with respect to the Performance Security have been fully paid and its claims satisfied or discharged or till the Seller certifies that the terms and conditions of the Agreement with respect to the Performance Security have been fully and properly carried out by the Purchaser and accordingly discharges this Guarantee. Notwithstanding anything contained herein, unless a demand or claim under this Guarantee is made on the Bank in writing on or before the Expiry Date the Bank shall be discharged from all liability under this Guarantee thereafter.

8. The payment so made by the Bank under this Guarantee shall be a valid discharge of Bank's liability for payment thereunder and the Seller shall have no claim against the Bank for making such payment.

9. 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 [where the Seller's registered office/ principal place of business is located], India.

10. The Bank has, under its constitution, the power to issue this Guarantee in favour of the Seller and Shri [insert name of the signatory] who has signed this Guarantee on behalf of the Bank has the authority to do so. This Guarantee will not be discharged due to the change in the constitution of the Bank

11. The Bank undertakes not to revoke this Guarantee during its currency except with the previous consent of the Seller in writing.

12. The Seller may, with prior intimation to the Bank, assign the right under this Guarantee to any other person or entity. Save as provided in this Clause 12, this Guarantee shall not be assignable or transferable.

13. Notwithstanding anything contained herein,

a) the liability of the Bank under this Guarantee shall not exceed the Guarantee Amount;
vbhand

b) this Guarantee shall be valid up to the Expiry Date.

14. The Bank is liable to pay the Guaranteed Amount or any part thereof under this Guarantee only and only if the Seller serves upon the Bank a written claim or demand on or before the Expiry Date.

15. The Guarantee shall also be operative at our **Sambalpur Branch**, located at **IFSC code: _____**, from whom confirmation regarding issuance of this guarantee or extension/renewal thereof shall be made available on demand.

16. Any notice by way of request, demand or otherwise hereunder may be sent by post/email/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice and Bank shall effect payment thereof forthwith.

17. Details of Issuing Bank of this guarantee:

- (I) Complete Postal Address with Pin Code:
- (II) Branch Code:
- (III) IFSC Code:
- (IV) SWIFT:
- (V) Tel No.
- (VI) Fax:
- (VII) Email Id:

18. Details of operative Branch of this guarantee:

- (I) Complete Postal Address with Pin Code:
- (II) Branch Code:
- (III) IFSC Code:
- (IV) SWIFT:
- (V) Tel No.
- (VI) Fax:
- (VII) Email Id:

19. Whenever there is change in postal address and/or other details of this branch issuing this guarantee and/or operative branch, we _____ will ensure to intimate **Mahanadi Coalfields Limited**, being the beneficiary, of such changed address, telephone number, FAX No. and Email Id.

Dated the [day] day of [month] [year] for the Bank.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp.

(Signature)

(Name and Designation)
(Bank Stamp)