ମହାନଦୀ କୋଲଫିଲ୍ଡସ ଲିମିଟେଡ
महानदी कोलफील्ड्स लिमिटेड
Mahanadi Coalfields Limited
(A Subsidiary of Coal India Limited)
A Mini Ratna Company

महाप्रबंधक (विपणन और विक्रय) का कार्यालय
PO: जागृति विहार,संबलपुर -768020, उड़ीसा
पीबीएक्स **संखया.- 0663-2542461-69,फैक्स संखया: 0663-2542307,**
टेलीफोन संखया.: 0663 – 2542870 (O) / 2542359 (O)
ईमेल आईडी : gm-snm.mcl@coalindia.in

No. MCL/M&S/SFEA/2020-21/Phase-V/ Dt.29.11.2020

N O T I C E

Subject : Format & modalities of BG for Special Forward e-Auction for 2020-21 for Power Producers (Excluding CPPs) Phase- PHASE-V (Dec' 2020-Feb' 2021**)**

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/source concerned rounded upto next integer) for the intended bid quantity in terms of basic price of coal exclusive of taxes, duties and other charges as applicable before participating in Special Forward e-Auction for 2020-21 Phase-V. 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 Special Forward 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 *Strctured 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 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, 2021** .

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.

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As long as EMD is available in the registered consumer's account with the Service Providers, the consumer can participate in Special Forward 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 Special Forward e-Auction for 2020-21 for Power Producers (Excluding CPPs) - PHASE-V (3 Monthly auction- DEC 2020-FEB 2021).

संतोष कुमार मेरुकाप
महाप्रबंधक (विपणन और विक्रय)

Encl :As stated above.

वितरण हेतु,

वेबसाइटों पर अपलोड करने के लिए:

1. महाप्रबंधक(प्रणाली), एमसीएल

संबंधित वेबसाइटों पर अपलोड करने और आगे की कार्रवाई के लिए:

1. एम / एस एमजंक्शन सेर्विसेस लि

जानकारी के लिए प्रतिलिपि :

1. तकनीकी सलाहकार निदेशक (विपणन), सीआईएल
2. निदेशक(तकनीकी), एमसीएल
3. महाप्रबंधक (विपणन और विक्रय), सीआईएल

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: ----------

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

In consideration of the offer for coal **through Special Forward e-auction 2019-20 phase-IV** 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 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 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 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 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 6 (Six) 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.

13)

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) **etails of issuing bank of this guarantee –**
   I. **Complete Postal address with PIN code –**
   II. **Branch Code –**
   III. **IFSC Code –**
   IV. **Telephone No. -**
   V. **SWIFT –**
   VI. **FAX No. –**
   VII. **Email ID –**

d) **Details of operative branch of this guarantee –**
   I. **Complete Postal address with PIN code –**
   II. **Branch Code –**
   III. **IFSC Code –**
   IV. **Telephone No. -**
   V. **SWIFT –**
   VI. **FAX No. –**
   VII. **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.

Signature of the Bankers
With date & Rubber Stamp