

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 Special Forward e-Auction. 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,

- a. 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.
- b. Such BG should be in favour of “The Chairman Cum Managing Director, Bharat Coking Coal Limited, Koyla Bhawan, Koyla Nagar, Dhanbad, Jharkhand, PIN-826005.”
- c. The BG submitted for this purpose should be issued by Structured Financial Messaging System (SFMS) enabled scheduled commercial banks (list of 23 banks encl.) through SFMS platform only. The details of beneficiary for issue of BG under SFMS platform is furnished below:

	NAME	BHARAT COKING COAL LTD.
NAME OF THE BENEFICIARY AND ITS	AREA	HQ,KOYLA BHAWAN,DHANBAD
DETAILS	BANK ACCOUNT NO.	30675458302
	DEPARTMENT	SALES & MARKETING
BENEFICIARY BANK BRANCH &	STATE BANK OF INDIA	
ADDRESS	MAIN BRANCH,DHANBAD	
IFSC CODE	IFSC CODE:SBIN0000066	

- d. The Bank guarantee is to be furnished in specified format as per notified schedule of dates and confirmation of BG shall be taken in writing from beneficiary bank branch located in Dhanbad. However, in spite of efforts if BCCL fails to get required confirmation from the beneficiary 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 bidder.
- e. The validity of the BG shall be at least throughout the pendency of lifting plus 90 days in case of Rail and 45 days in case of Road which will be extendable as desired by the concerned coal companies in case of Rail supply.
- f. The copy of the Bank Guarantee received through SFMS platform at SBI, Main branch, Dhanbad shall be collected from the bank by BCCL and handed over to the Service Provider as confirmation of BG.
- g. After completion of the auction, the BG of the successful bidders will stand transferred to BCCL.
- h. In the event of failure of the Bidder to deposit the coal value for lifting of coal the BG will be encashed by the BCCL.
- i. In case of falsification in BG, the concerned Bidder will be blacklisted also any amount equivalent to EMD in credit of any subsidiary of CIL 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 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.

Enclosure: Format of BG

**BANK GUARANTEE FORMAT
FOR EMD CUM SECURITY DEPOSIT
(Special Forward e-auction for Power Producers, 2017-18 Phase-IV)
On Rs. 50/- Non judicial Stamp Paper**

Date of Issue: -----

Effective Date: -----

Expiry Date: -----

Value of B.G: -----

The Chairman – cum- Managing Director,
Bharat Coking Coal Ltd.
Koyla Bhawan, Koyla Nagar
Dhanbad-826005

In consideration of the offer for coal through Special Forward e-auction by **Bharat Coking Coal Ltd.** having its Registered Office at **Koyla Bhawan, Koyla Nagar, Dhanbad-826005** and Sales Office at **Sales & Marketing Division, Commercial Block, 2nd Floor, Koyla Bhawan, Koyla Nagar, Dhanbad-826005** (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 for Power Producers along with all modifications.

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 up to _____

(date that is <applicable no. of months as per point no:4 of modalities > 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 <applicable no. of months as per point no:4 of modalities > 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 <applicable no. of months as per point no:4 of modalities > 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 Dhanbad:
Telephone No. of the local operating branch in Dhanbad:
Fax No. of the local operating branch in Dhanbad:
E-mail address of the local operating branch in Dhanbad:

Signature of the Bankers
With date & Rubber Stamp

BANK'S SENDING BG MESSAGES

SL NO	BANK IFSC	NAME OF BANK
1	ALLA	ALLAHABAD BANK
2	BARB	BANK OF BARODA
3	BOTM	BANK OF TOKYO MITSUBISHI LIMITED
4	CNRB	CANARA BANK
5	FDRL	FEDERAL BANK
6	HDFC	HDFC BANK
7	ICIC	ICICI BANK LIMITED
8	IOBA	INDIAN OVERSEAS BANK
9	JAKA	JAMMU AND KASHMIR BANK LIMITED
10	KARB	KARNATAKA BANK LIMITED
11	KKBK	KOTAK MAHINDRA BANK LIMITED
12	KVBL	KARUR VYSYA BANK
13	MAHB	BANK OF MAHARASHTRA
14	PUNB	PUNJUB NATIONAL BANK
15	RATN	RATNAKAR BANK LIMITED
16	SBIN	STATE BANK OF INDIA
17	SCBL	STANDARD CHARTERED BANK
18	UBIN	UNION BANK OF INDIA
19	UCBA	UCO BANK
20	UTIB	AXIS BANK
21	VIJB	VIJAYA BANK
22	VYSA	ING VYSYA BANK
23	UTBI	UNITED BANK OF INDIA