



Under Jurisdiction of Nagpur Court Only"

वेस्टर्न कोलफील्ड्स लिमिटेड
(भारत सरकार का उपक्रम)WESTERN COALFIELDS LTD.,
(A Govt. of India Undertaking)महाप्रबन्धक (विक्रय-विपणन)
का कार्यालय
Office of the
General Manager (S&M)

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पंजीकृत कार्यालय : कोल इस्टेट, सिविल लाईंस, नागपुर-४४० ००१

Regd. Office: Coal Estate, Civil Lines, Nagpur 440 001

CIN : U10100MH1975GO1018626

Website : www.westerncoal.gov.in

NGP/WCL/S&M/RS/ 265

12.09.2017

Sub: Notice for prospective bidders for depositing Earnest Money Deposit (EMD)

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 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. ALL Bidders has to submit their bank guarantees with the Service Provider ie M/s mjunction services Ltd , Kolkata.
- ii. Such BG to be submitted separately for each subsidiary, if the Bidder intends to participate in e-auction for more than one subsidiary.
- iii. The BG should be drawn on any schedule Bank located at Nagpur and to be furnished as per the schedule of dates notified on the WCL's website or else due to delay in confirmation of BG Bidder cannot participate in auction.
- iv. 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.
- v. The copy of Bank Guarantee received through SFMS platform at SBI Kingsway Branch, Nagpur shall be collected by WCL and the confirmation shall be forwarded to service provider. However in spite of effort if WCL fails to get required BG conformation from the nodal 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 WCL along with the copy of the confirmation of the BG from nodal branch by the Service Providers. The coal company will verify the BG of successful bidders from issuing branch. Supply of coal will start only after receipt of conformation from the issuing branch subject to deposition of payment towards coal value by the consumers.

- vii. In the event of failure of the Bidder to deposit the coal value for lifting of coal the BG will be encashed by WCL.
- viii. 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 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.


General Manager(M&S)

**BANK GUARANTEE FORMAT
FOR EMD CUM SECURITY DEPOSIT
(Exclusive e-Auction for Non Power Consumers Phase I for the year 2017-18)
On Rs. 50/- Non judicial Stamp Paper**

Date of Issue: -----

Effective Date: -----

Expiry Date: -----

Value of B.G: -----

1. [The Chairman – cum- Managing Director,
[Western Coalfields Limited]
[Coal Estate, Civil Lines, Nagpur-440001]

In consideration of the offer for coal through Exclusive e-Auction by
(Name of the Subsidiary Coal Company) having its Registered Office at Coal Estate,
Civil Lines, Nagpur-440001 (regd. address of the subsidiary Company) and Sales
Office at Coal Estate, Civil Lines, Nagpur-440001 (address of the sales office of the
WCL) (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.

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
_____ (from the date that is (applicable no. of months
as per point No. of iv of modalities notified vide Notice No. NGP/WCL/S&M/RS/265
dated 12.09.2017) 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 (from the date that is (applicable no. of months as per point No. of iv of modalities notified vide Notice No. NGP/WCL/S&M/RS/265 dated 12.09.2017) 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 fifteen (15) 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 located in Nagpur.
- 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 Nagpur:
Telephone No. of the local operating branch in Nagpur:
Fax No. of the local operating branch in Nagpur:
E-mail address of the local operating branch in Nagpur:

Signature of the Bankers
With date & Rubber Stamp