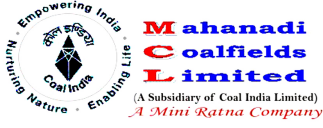


ମହାନଦୀ କୋଲଫିଲ୍ଡ୍‌ସ୍ ଲିମିଟେଡ୍  
महानदी कोलफील्ड्स लिमिटेड



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

No. MCL/M&S/Special Spot e-Auction p-II/2020-21/1987

Dt.23.12.2020

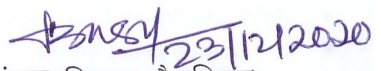
### NOTICE

**Subject : Format & modalities of BG for Special Spot e-auction scheme 2020 for Import Substitution (SSEA-IMS) for the period JAN'2021 to MARCH'2021.**

**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 **the EMD amount as detailed in the scheme (clause-2.5)** of Special Spot e-Auction scheme 2020 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 Structured 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](http://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 three months beyond the period of e-auction initially. It will have to be kept valid throughout the pendency of lifting and to be further extended till discharged/returned by the Coal Company after final settlement of dues if any.
- 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. The format of BG is enclosed herewith for submission by prospective bidders for participating in Special Spot e-auction scheme 2020 for Import Substitution (SSEA-IMS) for the period JAN'2021 to MARCH'2021.

भवदीय

  
महाप्रबंधक (विपणन और विक्रय)  
Snm

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 सर्विसेज लि

जानकारी के लिए प्रतिलिपि :

1. तकनीकी सलाहकार निदेशक (विपणन), सीआईएल
2. निदेशक(तकनीकी), एमसीएल

**BANK GUARANTEE FORMAT  
FOR EMD CUM SECURITY DEPOSIT  
(Refer Clause 2.5.1 of Special Spot E-auction Scheme 2020)**

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 Spot e-auction 2020 for Import Substitution** by Mahanadi Coalfields Limited having its Registered Office at **Jagrati Vihar, Burla Sambalpur, Odisha-768020** and Sales Office at **Jagrati 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 Spot E-auction Scheme 2020.

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) **Details 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