



साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड  
(कोल इंडिया लिमिटेड की एक अनुषंगी कंपनी)  
SOUTH EASTERN COALFIELDS LIMITED  
(U10102CT1985GOIOO3161)

(A subsidiary of Coal India Limited)

पंजीकृत कार्यालय—सीपत रोड,बिलासपुर जिला—बिलासपुर (छत्तीसगढ़) 495006  
REGD. OFFICE- SEEPAT ROAD,BILASPUR,DISTT.-BILASPUR, (C.G)-495006

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*Sales & Mktg. Deptt.*  
*विक्रय एवं विपणन विभाग*

संदर्भ क्र० एसईसीएल/बीएसपी/विक्रय एवं विपणन/ई-आकषन/3029

दिनांक : 10/11/16

## NOTICE

Subject: Modalities and Format of BG for submission of EMD through BG (Bank Guarantee) mode for **Exclusive e-Auction for Non-Power consumers-Phase-II of 2016-17(including CPPs)**.

This is further reference to Notice No. SECL/BSP/S&M/e-Auction/2390 dated 7<sup>th</sup> Nov 2016 for **Exclusive e-Auction for Non-Power consumers-Phase-II of 2016-17** whereby, inter-alia, it was stated that the modalities and format of BG for submission of EMD through Bank Guarantee will be same as prescribed by CIL.

However, for convenience of prospective bidders and to provide more clarity, Modalities and Format of BG mode is enclosed herewith for submission of EMD through BG mode by prospective bidders in Exclusive e-Auction for Non-Power consumers-Phase-II of 2016-17.

General Manager(S&M)

### **Distribution:-**

1. Notice Board,S&M Dept.,SECL, Bilaspur
2. DT (O), SECL, Bilaspur
3. CVO, SECL, Bilaspur
4. GM (S&M), CIL
5. GM (System), SECL, Bilaspur- With a request to get the same uploaded on SECL's website.
6. Chief Manager (S/A), SECL, Kolkata- For information, further action and display on Notice Board.
7. Sr. Manager (S&M)/RS-I/C, SECL,Bilaspur
8. Sr. Manager (Rail Ops), SECL, Bilaspur
9. Sr. Manager (S&M), SECL,Kolkata
10. Sr. Manager (Fin)/SA-I/C, SECL, Bilaspur
11. Sr.Manager COAL NET, SECL, Bilaspur
12. MSTC Limited- For uploading on website and further action.

Modalities for Submission of EMD through Bank Guarantee (BG) mode  
(In addition to modalities already notified by CIL/SECL)

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.
- ii. Such BG to be submitted need to be drawn in favor of “ The Chairman-cum-Managing Director, South Eastern Coalfields Limited, Seepat Road, Bilaspur (Chhatisgarh)-495006”.
- iii. The BG should be drawn on any schedule Bank listed in the Notice no. CIL/S&M/Special e-Auction/896 dated 06.08.2016 and 946 dated 05.11.2015 issued by GM(S&M), CIL, available on the websites of CIL/SECL and service providers. The Bank Guarantee (BG) is to be furnished as per the schedule of dates notified on the SECL’s/Service Provider’s website or else due to delay in confirmation of BG, Bidder cannot participate in the auction.
- iv. The validity of 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 SECL in case of Rail Supply. Accordingly, validity of BG is to be as per below:-
  - a. For Road mode only bidders: 8 months from date of issue of BG
  - b. For Rail mode only bidders: 11 months from date of issue of BG
  - c. For both Rail and Road mode bidders: 11 months from date of issue of BG
- v. Confirmation of BG shall be taken in writing from the nodal branch at Kolkata by SECL, Kolkata office and the confirmation shall be forwarded to service provider. However, in spite of effort if SECL fails to get required BG confirmation 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 successful bidder will stand transferred to SECL, Kolkata office under intimation to Office of General Manager(S&M), SECL,

Bilaspur, SECL, Bilaspur. SECL, Kolkata Office will verify the BG of successful bidders from issuing branch and communicate the same to Office of General Manager(S&M), SECL, Bilaspur.

- vii. In the event of failure of the bidder to deposit the coal value for lifting of coal the BG will be encashed by SECL.
- viii. In case of falsification of BG, the concerned bidder will be black-listed. Also, any amount equivalent to EMD in credit of SECL, 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. Such option, however, will not be available in case of company wise Bank Guarantee (BG) submitted by the Bidder in place of cash EMD.

**BANK GUARANTEE FORMAT  
FOR EMD CUM SECURITY DEPOSIT  
(Exclusive e-Auction for Non-Power Consumers Phase-II of 2016-17)  
On Rs. 50/- Non judicial Stamp Paper**

Date of Issue: -----

Effective Date: -----

Expiry Date: -----

Value of B.G: -----

1. The Chairman – cum- Managing Director,  
South Eastern Coalfields Limited,  
Seepat Road, Bilaspur (Chhatisgarh)-495006

In consideration of the offer for coal through Exclusive e-Auction for Non-Power consumers Phase-II of 2016-17 by South Eastern Coalfields Limited having its Registered Office at Seepat Road, Bilaspur (Chhatisgarh)-495006 and Sales Office at Seepat Road, Bilaspur (Chhatisgarh)-495006 (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 for non-power consumers (including CPPs) and subsequent notice/modalities notified in this regard.

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 <applicable no. of months as per point iv 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 iv 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 iv 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 Kolkata:  
Telephone No. of the local operating branch in Kolkata:  
Fax No. of the local operating branch in Kolkata:  
E-mail address of the local operating branch in Kolkata:

Signature of the Bankers  
With date & Rubber Stamp