


Under jurisdiction of Nagpur Court only		
WESTERN COALFIELDS LIMITED (A Miniratna-Cat-1.Govt.as of India Undertaking)		Office of the GENERAL MANAGER(S&M)
Regd.Office,Coal Estate,Civil Lines Nagpur-440001	Tel.No. No.0712-2511061 – 2511323 FAX No.2512977	

NGP/WCL/S&M/Coord/

1568

24.12.16

NOTICE

Sub: Payment towards outstanding MMDR (DMF) dues wef 12.01.2015

In partial modification to earlier notices on the above subject, it is to inform that fresh financial clearances for Rail booking and issue of fresh Road release orders under FSA as well as eAuction will be subject to following:

1. Consumers/ bidders may deposit the amount equivalent to DMF dues to be kept as security in a separate account with WCL.

or

2. Consumers/ bidders may furnish an unconditional BG (format of BG enclosed) having a validity of minimum 6 months (to be extended and kept valid until discharged by WCL), equivalent to amount of DMF dues to be kept as Security with WCL.

It may be noted that the above is an interim arrangement till further notice and WCL reserves the right to modify or discontinue the same anytime. Further this is without prejudice to the liability of DMF dues on consumers/ bidders.

Encl: a.a.


24/12/16
General Manager (S&M)

Copy:

1. GM (Sys), WCL: for uploading on WCL's website
2. All section heads, S&M department, WCL
3. Sr Manager (F)(SA) I/c

Copy for kind information:

1. GM (Fin)-II, WCL
2. HOD Legal, WCL

BANK GUARANTEE FORMAT
FOR SECURITY DEPOSIT

On Non judicial Stamp Paper

Date of Issue: _____
Effective Date: _____
Expiry Date: _____
Value of B.G: _____

1. [The Chairman-cum-Managing Director,
(name and address of the subsidiary Company)]
2. [The General manager, Sales and Marketing,
(name and address of the subsidiary Company)]

In consideration of Western Coalfields Limited having its Registered Office at _____ (regd. address of the subsidiary Company) and Sales Office at _____ (address of the sales office of the subsidiary Company) (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) having agreed to supply Coal/ Imported Coal to _____ (Name of the Company/ Partnership firm/ Proprietor) having its registered office at _____ (address of the Company/ Partnership firm/ Proprietor) (hereinafter referred to as the '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) and, the Purchaser being required to furnish the Security Deposit in terms of notice no NGP/ WCI/ S&M/ Coord/ 1568 dated 24.12.2016.

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 the Seller or such other person or persons as may be directed by the Seller all amount payable by the Purchaser to the extent of Rs _____ /- (Indian Rupees _____) at any time upto _____ (date that is _____ 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 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 Purchaser, and the Guarantor shall not be released from this guarantee by any arrangement between the Seller and the 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 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 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 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 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 Purchaser's liability.
5. The Guarantee will remain valid for a period of _____ 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 _____ 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 number of times 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 / within the period mentioned in clause 5 and 7 hereof, all rights of the Seller 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 at Nagpur) Branch, _____ (Place),

Signature of the Bankers
With date & Rubber Stamp