STEEL AUTHORITY OF INDIA LIMITED
COLLIERIES DIVISION
1, STADIUM ROAD, KULTI – 713343 (WEST BENGAL)

E-Auction Notice No.MKTG/SJ/RC(L)/OFA/19-20/16 DATE: 24-09-2019

ONLINE FORWARD AUCTION NOTICE FOR SALE OF COAL & / OR COAL PRODUCTS

1. The following materials are available on "As Produced / Arising" and "No Complaint" basis for Sale through Online Forward Auction (OFA) process:-

Item Description	Location	Total Offer Quantity (in Metric Tonnes)	Lifting Period (in Working Days)	Minimum Bid Quantity* (in Metric Tonnes)	Transport Mode	EMD (in Rs. Per Metric Ton)	Start Bid Value / Price
Segregated Jhama	**Laikdih Quarry, Ramnagore Colliery**	**3000**	**30**	**500**	**Road**	**250.00**	**Rs. 7400/- per Metric Ton**

* The intending Buyers can bid for the minimum stipulated quantity above or for any higher quantity [in multiples of 500 MTs each] upto the Total Quantity on Offer.

NOTE:- The **Bid Value / Price** to be quoted during the OFA shall be the Price (Inclusive of Primary Education Cess, Rural Employment Cess, AMBH Cess, PWD Cess, Royalty, DMF & NMET) of the material in Rs. Per MT exclusive of all the Statutory Taxes & Duties like GST, TCS, Clean Environment Cess as applicable.

Increase / Fresh Imposition of Statutory Taxes & Duties, & Levies, if any, during the period of contract shall be to the account of the buyer.

2. **Inspection of Material**:- Bids are accepted on the assumption that the Bidders have inspected the materials and have known what they are bidding for whether they have first inspected the materials or not and that the principle of "Caveat Emptor" shall apply. The materials offered for Sale are from stock and also as arising from fresh / continuous production basis and may be inspected by the prospective Buyers at the site earmarked for Loading / Disposal. However, the materials shall be sold on "As Produced / Arising" and "No Complaint" basis. The material shall be lifted from the designated site with all faults and errors in description or otherwise, if any. Quantity in the OFA Document is approximate and no warranty or guarantee shall be implied. The Bidders are advised to inspect the material before bidding.

3. Last date of Registration and Submission of OFA documents: Upto 02:30 PM on 01-10-2019
Last date of Submission of EMD: Upto 02:30 PM on 01-10-2019
Auction Date: 03-10-2019
Auction Start Time: 11:30 AM
Inspection Date: From 28-09-19 to 01-10-19 [between 09:30 AM and 02:00 PM] by contacting the following Key Contact / Contract Executing Agency (or his authorized Representative):-

AGM (Mining) / Colliery Manager Ramnagore Colliery Mobile No.09434776541

4. The intending Buyers willing to participate in the OFA shall have to register themselves with the SAIL Collieries Division's appointed Service Provider namely, M/s.Mjunction Services Ltd. [Website www.coaljunction.in]. The intending Buyers may before participation refer to the process of deposit of EMD, E-Auction Terms and Conditions / Scheme etc. The E-Auction methodology and Notice for Sale shall be available on the Websites of SAIL [www.sailtenders.co.in] and M/s.Mjunction Services Ltd. [www.coaljunction.in].

5. The Sale of material shall be governed by the General Terms & Conditions for Sale & Auction from Plants / Units of SAIL and General Terms and Conditions of Sale from Plants / Units of SAIL for Sale through Online Auction / Forward Auction (FA) hosted on the SAIL Website www.sailtenders.co.in, except to the extent modified hereto under the OFA Notice and the Invitation Document to Online Forward Auction.

6. The intending Buyers' Letter of Acceptance along with all other registration documents, complete in all respects shall reach the Service Provider:- M/s. Mjunction Services Ltd. [Coaljunction], Godrej Waterside, Tower - I, 3rd Floor, Plot No. 5, Block – DP, Sector-V, Salt Lake City, Kolkata – 700091 (West Bengal), India, by the stipulated date & time. For registration, such documents shall be deposited in person within the stipulated date & time for registration. For existing registered customers, the required documents may also be deposited by over Fax / E-mail.

7. The Service Provider shall arrange to send the signed Letters' of Acceptance in respect of all the successful Bidders to the SAIL Collieries Division upon completion of modalities of the E-Auction process.

8. The E-Auction shall be conducted online through Mjunction Services Ltd.'s Website www.coaljunction.in. The Auction Document containing terms and conditions of the E-Auction may be obtained / downloaded from any of the Websites namely, www.sailtenders.co.in and www.coaljunction.in. For registration and submission of necessary documentation, the intending Buyers may contact Mr.Amit Banerjee, M/s.Mjunction Services Ltd. [Coaljunction], Godrej Waterside, Tower - I, 3rd Floor, Plot No. 5, Block – DP, Sector-V, Salt Lake City, Kolkata – 700091 (West Bengal), India [(Phone Nos. 9163348281 or 033 - 66106259 / 66106100); Fax: 033 – 66106187 / 66011719)] and for information the Marketing Department, SAIL Collieries Division, 1, Stadium Road, Kulti – 713343 (West Bengal).

DGM (MM &M) / Sr.Manager (MM)
SAIL Collieries Division

STEEL AUTHORITY OF INDIA LIMITED
COLLIERIES DIVISION
1, STADIUM ROAD, KULTI – 713343 (WEST BENGAL)

E-Auction Notice No.MKTG/SJ/RC(L)/OFA/19-20/16 DATE: 24-09-2019

INVITATION TO ONLINE FORWARD AUCTION (OFA)

E-AUCTION SCHEME FOR SALE OF COAL & / OR COAL PRODUCTS

Objective:-

The Sale of the materials as notified in the above OFA Notice through E-Auction process by M/s.Mjunction Services Ltd. [Coaljunction] has been scheduled with a view to provide easier, fair and transparent opportunity to intending Buyers through a single window service.

Special Terms and Conditions:-

The detailed Special Terms and Conditions of the E-Auction Notice / Scheme are given below:-

1. **Eligibility**:- Any Indian Buyer (viz., Individual, Partnership Firm, Company etc.) can participate in the E-Auction for procurement of the above materials.

2. **Registration**:-

2.1 The intending Buyers shall before participation in the E-Auction be required to be registered with the Service Provider M/s.Mjunction Services Ltd., appointed by the SAIL Collieries Division for the purpose, by submitting an application in the prescribed format available on the Service Provider's Website www.coaljunction.in. The application shall be made along with the required documents such as copy of Income Tax Returns (latest), PAN, GSTIN Registration Certificate as applicable, Passport size photograph, etc., as prescribed by the Service Provider. Registration shall be done through online process and all relevant documents deposited at the Office of the Service Provider.

2.2 After the registration, all eligible Buyers shall be issued with a "Bidder ID" and a "Bidder ID Card" by the Service Provider and which shall be required to be produced at the time of making payment of material value etc., and for collection of the Delivery Order (DO). The details of Registration process are available on the Service Provider's Website www.coaljunction.in.

2.3 The Service Provider shall issue "Photo Identity Card" to the registered Bidders duly authenticating the identity & signature of the Bidder, indicating a "Unique Registration Number" allotted to them. The "Unique Registration Number" of the Registered Bidders shall also be communicated by the Service Provider to the SAIL Collieries Division.

2.4 Only one registration shall be done against one PAN. However, based on more than one independent valid GST Registration more than one registration against a PAN may be considered. In such case, the details of valid GST Registration No. shall be indicated in each "Photo Identity Card".

2.5 **Earnest Money Deposit**:- All Buyers who are registered with the Service Provider shall also have to furnish non-interest bearing Earnest Money Deposit (EMD) at the rate of Rs. 250/- per MT with the Service Provider through the process of Electronic Remittance (E-Remittance) vide RTGS/NEFT system or Online Payment Gateway system available with service provider.

2.6 **Transport Permit**:- The cost of Transport Permit shall be borne by the successful Bidders.

3. **Notification:-**

3.1 The SAIL Collieries Division shall draw up the program for conducting E-Auction and notify the same through display on the Company's Notice Board besides hosting the same on SAIL Website for wide publicity. The program shall be intimated to the Service Provider accordingly for hosting the same on their Website too.

3.2 Auction shall be for dispatches by ROAD only. The bidding shall be for the stipulated minimum quantity or for any higher quantity (in multiples of stipulated quantities), as mentioned under the OFA Notice, upto the Total Quantity on Offer on Ex-Colliery basis. The successful Bidders shall arrange loading from the located site to their Truck / Dumper at own cost and arrangement. The delivery of materials in terms of DO issued shall be taken by the Successful Bidders within the stipulated period mentioned in the DO and also strictly according to any other instructions / delivery program instructed by the Colliery Management from time to time.

4. **Bidding Process**:-

4.1 The Online Forward Auction shall be conducted wherein interested Buyers be required to quote both their desired quantity and price.

4.2 All bids received during the Online bidding shall be binding on the Bidder. The Bid Validity shall be for 15 (Fifteen) days from the date of E-Auction Event for receipt of Bid Value / Price' Approval from the Management of SAIL Collieries Division.

4.3 The registered Bidders shall be required to record their acceptance (after login) of the Terms and Conditions of the E-Auction Event before participation in the actual Bidding Process.

4.4 Before participating in the E-Auction Event, the Bidders may satisfy themselves with the quality of material being offered from the location of the material indicated in the OFA Notice.

4.5 The intended Bidders shall be entitled to Bid for the quantity to the extent of the amount of EMD submitted by them, subject to the conditions stipulated under the OFA Notice.

4.6 The Buyers while bidding for the material shall quote their "Bid Value / Price" per MT in Indian Rupees as the Base Price (Inclusive of Primary Education Cess, Rural Employment Cess, AMBH Cess, PWD Cess, Royalty, DMF & NMET) of the material in Rs. Per MT exclusive of all the Statutory Taxes & Duties like GST, TCS, Clean Environment Cess as applicable at the time of delivery.

4.7 The Bidder shall bid for a Value equal to or above the "Start Bid Price" for securing consideration in the E-Auction Event.

4.8 The date, time and period of e-Auction as notified in advance including closing time on the Internet Portal of the Service Provider shall be adhered to but for the event of force majeure. However, the closing time of E-Auction shall be automatically extended upto the last Bid time, plus 5 (Five) minutes, so that opportunity is given to the other Bidders for making an improved Bid on that Item.

4.9 The Bidder shall offer his Bid Value / Price (per MT) in the increment of Rs.10/- (Rupees Ten only) or in multiples of Rs.10/- thereof during the first 1 (One) Hour of Auction.

4.10 During the extended period of first 2 (Two) Hours, the Bidder shall offer his Bid Value / Price in the increment of Rs.20/- (Rupees Twenty only) or in multiples of Rs.20/- thereof. Beyond this extended period of 2 (Two) Hours, the Bid Value / Price increment shall be Rs.50/- (Rupees Fifty only) or in multiples of Rs.50/- thereof.

4.11 While maintaining secrecy of the Bidder's identity, the Website shall register and display on screen the highest successful Bid Value / Price at that point of time. The Online System shall not allow a Bidder to bid in excess of his entitled quantity as per his EMD. However, once a Bidder is out-bidded by another (in part or full), the particular Bidder shall become eligible for making an improved Bid.

4.12 The following criteria shall be adopted in deciding the successful Bidders:-

a) It shall be the responsibility of all participating Bidders to intimate through Fax / Scanned Copy by E-mail on the same day within 2 (Two) Hours after closure of the bidding their consent for matching the H-1 Bid Value / Price to the Service Provider M/s.Mjunction Services Ltd. (Fax No.033-66106187 / 66011719).

b) The H-1 Value / Price quoting Bidder shall be allocated the full quantity of material limited to his bidding amount. In case material is left over after allocation to the H-1 quoted party, precedence shall be accorded to the next Bid Value / Price in descending order i.e., H-2 and the material be offered to the H-2 ranked party at H-1 quoted Value / Price for his respective bid quantity subject to his consent for acceptance / matching of the H-1 Bid Value / Price. This process shall continue for subsequent rankings **(upto H-4)**, as long as the offered quantity is available for allocation.

c) If two or more Buyers bid the same Value / Price, precedence for allotment shall be accorded to the Buyer who has placed the bid for the higher quantity.

d) In case two or more Buyers bid the same Value / Price and the same quantity, precedence shall be given to the Buyer who has accorded his bid first with reference to time.

e) In case no other eligible Bidder matches the H-1 quoted Value / Price or material is left over after allotment to all the eligible Bidders, then the entire bidded quantity or left over offer quantity, as applicable, available shall be offered to the H-1 Bidder at the H-1 quoted Value / Price subject to acceptance by the H-1 Bidder.

f) The H-1 Bidder shall be intimated over E-mail and Telephone the final Offer within 30 (Thirty) minutes from closure of H-1 Value / Price Match. The H-1 Bidder may accept the entire balance left over bidded/offer quantity or in multiples of stipulated minimum bid quantity subject to the submission of proof of adequate Online submission / availability of EMD amount with M/s. Mjunction Services Ltd., and reply over E-mail / Fax within the next half hour from the time of E-mail Offer.

g) In the event of further balance of material quantity, similar Offer shall be made over E-mail and Telephone to the other Bidders, who have matched the H-1 Bid Value / Price as per their rankings subject to available EMD, 2 (Two) Hours after closure of Auction. Acceptance over E-mail / Fax shall reach M/s.Mjunction Services Ltd., within 1 (One) Hour from such Offer.

h) In cases where additional quantity over and above the initial bid quantity is allotted to the Bidders, only one DO shall be issued to each successful Bidder.

5. **Post E-Auction process:-**

5.1 H-1 Value / Price is disclosed on the E-Auction screen at the appropriate time. However, it shall be the responsibility of the Bidder (other than H-1) to personally see his allocated quantity, if any, on the E-Auction screen after the closure of the E-Auction Event and intimate their consent / willingness to match the H-1 Value / Price.

5.2 The highest ranked Bidder (H-1) shall be required to deposit Material Value through e-payment within 7 (Seven) days from the Date of issue of Sale Order (SO). DO shall be issued following depositing of the Security Deposit and the Material Value (including all the Statutory Taxes & Duties like GST, TCS, Clean Environment Cess as applicable at the time of delivery), after due confirmation of receipt by the Finance Department of SAIL Collieries Division.

5.3 All the Bidders other than H-1, having allocation at the closure of the E-Auction Event, shall download the "Price Match" format from the Website www.coaljunction.in and intimate over Fax to M/s.Mjunction Services Ltd. (Fax No.033 – 66106187 / 66011719) within 2 (Two) Hours after closure of the Online event their consent / willingness for matching the H-1 Value / Price of the E-Auction. Fax / E-mail received beyond the stipulated period of 2 (Two) Hours from closure of the E-Auction Event shall stand as cancelled / rejected. In case they are offered any quantity of material, following which depending on the availability of material, they shall be required to deposit Security Deposit and Material Value (including all the Statutory Taxes & Duties like GST, TCS, Clean Environment Cess as applicable at the time of delivery) after issue of SO, within the time stipulated in the same. The DO shall be issued after receipt of full payment.

5.4 The Bid Sheet(s) along with the signed and stamped documents submitted by the Bidders in respect of all successful Bidders agreeing to match H-1 quoted Value / Price shall be transferred to the SAIL Collieries Division by the Service Provider.

5.5 A Bidder who has not put in a bid in the E-Auction shall not be eligible to match the Value / Price quoted by the H-1 Bidder.

5.6 In case the H-1 Value / Price received is found to be lower than the Acceptable Range of Price fixed by the SAIL Collieries Division, the SAIL Collieries Division reserves the right to reject all Bids.

6. **Terms of Payment:-**

6.1 **Security Deposit**:-

a) The successful Bidders shall furnish non-interest bearing Security Deposit representing 5% (Five percent) of the full value of the material allocated (limited to the bid quantity) on the basis of the Value / Price accepted to the SAIL Collieries Division within 7 (Seven) Bank working days from the Date of issue of SO.

b) Similarly, on availability of material for allocation, the H-2 Bidder after agreeing to match H-1 Value / Price shall furnish non-interest bearing Security Deposit representing 5% (Five percent) of the full value of the material allocated at H-1 Value / Price (limited to bid quantity). The process shall go on until the entire quantity on Offer is covered, provided they agree to match the H-1 Value / Price.

c) The refund of Security Deposit shall be governed by the terms of SAIL GTC-SA : 2017. The Lifting Completion Report shall be issued by the Contract Executing Agency (or his authorized Representative) with copies each to the Marketing and Finance Departments of the SAIL Collieries Division. The successful Bidders shall submit details of their Bank Account along with duly completed and attested Mandate for refund of Security Deposit through NEFT / RTGS.

6.2 **Material Value:-** Non-interest bearing Material Value (including all the Statutory Taxes & Duties like GST, TCS, Clean Environment Cess as applicable at the time of delivery) shall be deposited in advance by the successful Bidders for the value of the allocated quantity within 7 (Seven) bank working days from the Date of issue of SO. The Material Value shall cover Bid Value / Price plus applicable Taxes & Duties. EMD of the Successful Bidder / Buyer shall be adjusted with the last installment of Material Value.

6.3 The Security Deposit and the Material Value payments shall be made through e-payment to the Bank details of the SAIL Collieries Division, as follows:- "Banker's Name - **STATE BANK OF INDIA; Banker's Branch - HET KANDRA; Bank A/c No. – 30449188115; IFSC - SBIN0010777".**

6.4 DO shall be issued as early as possible after receipt of Security Deposit and Material Value of allocated quantity of materials, and necessary confirmation of receipt of the same by the Finance Department of SAIL Collieries Division.

6.5 **Transfe**r:- Transfer of Sale Order / DO shall not be recognized by the SAIL Collieries Division and in case of detection of any such transfer, the SO / DO shall immediately stand cancelled.

6.6 Material Value payment shall be non-interest bearing and be adjusted against the Material Value at the time of dispatch.

7. **Procedure for material delivery:-**

7.1 Delivery shall be by Road on Ex-Colliery basis. The material shall be loaded into Trucks / Tippers / Dumpers and taken out of the premises of the Colliery on 'as is where is' and 'no complaint' condition, after weighment. It shall be the responsibility of the successful Bidder to ensure that loading is done as per the prescribed norms and the SAIL Collieries Division not be held responsible in this regard. Loading shall be done by the successful Bidder with their own equipments and at their own cost. The successful Bidder shall not be allowed to carry out any screening / sorting of the material within the Colliery.

7.2 The SAIL Collieries Division shall issue DOs as early as possible to the Successful Bidders. The Buyer shall submit the option for movement of the material as 'within the State' and / or 'outside the State' before the issuance of the DO, and the DO shall indicate the same accordingly. However, the Challan issued by the SAIL Collieries Division shall indicate the Destination.

7.3 The validity period to complete lifting of materials by road shall be 30 (Thirty) Working Days from the Date of issuance of the DO.

7.4 If for any reason beyond the control of the SAIL Collieries Division all the materials offered through the Online Auction process or part thereof cannot be delivered, the liability of the SAIL Collieries Division shall be limited only to the extent of refund of the balance amount without interest, as applicable, for the quantity not delivered.

8. **Refund of EMD of unsuccessful Bidders**:-

8.1 In case of a Bidder not agreeing to match the H-1 Value / Price, related EMD shall be refunded by the Service Provider upon the Bidder's request as per the existing standard terms and conditions of refund of EMD being maintained by the Service Provider.

8.2 In the event of a Bidder agreeing to match the H-1 Value / Price but not allocated any quantity of material for any reason whatsoever, related EMD shall be refunded upon the Bidder's request as per the existing standard terms and conditions of refund of EMD being maintained by the SAIL Collieries Division.

9. **Forfeiture of EMD / Security Deposit / Material Value**:-

9.1 Failure to deposit any or all of the above payments within the stipulated period shall result in termination of the Contract without any notice to the Successful Bidder(s), along with forfeiture of EMD and / or Security Deposit, as may be decided by the SAIL Collieries Division, and the defaulting Bidder shall not be eligible to participate in any future Tender / Auction for the materials for a period of 6 (Six) months from the date of conduct of the E-Auction Event.

9.2 If the successful Bidder does not lift the booked quantity within the stipulated validity period, the proportionate Security Deposit for the unlifted quantity shall be forfeited. Such forfeiture shall be made only if the balance unlifted quantity is equal or more than a Truckload as applicable, as may be certified by the Contract Executing Agency (or his authorized Representative). Such forfeiture, however, shall not take place if the SAIL Collieries Division fails to offer full or part of the successful bid / allocated quantity within the validity period.

9.3 If the Buyer withdraws from the Sale after agreeing to match the H-1 Value / Price for the booked quantity, the EMD shall be forfeited for the booked quantity.

9.4 In the event the successful Bidder makes payment of the Security Deposit but fails to make payment of the Material Value (including all the Statutory Taxes & Duties like GST, TCS, Clean Environment Cess as applicable) within the date specified in the Sale Order, the Security Deposit shall stand forfeited and the defaulting Bidder shall not be eligible to participate in any future Tender / Auction for the materials for a period of 6 (Six) months from the date of conduct of the E-Auction Event.

10. **Other Terms and Conditions**:-

10.1 The material procured under the E-Auction shall be for use within the Country and not for Export.

10.2 All terms and conditions of the Scheme are subject to force majeure conditions as applicable.

10.3 Bidders must always ensure to keep their E-mail address valid. In any case Buyers shall not be absolved of the responsibility of ensuring due compliances to any of the terms and conditions herein including Payment Terms due to non-receipt of E-mails from the Service Provider.

10.4 Bidders must be extremely careful to avoid any error in bidding (whether typographical or otherwise) and they shall be fully responsible to check and rectify their bid before submitting their Bid onto the live E-Auction Floor by clicking the "Bid" Button. During the Auction, if the incremental Bid Value / Price is more than 50% of the immediate preceding Bid Value / Price, then the Online Auction System shall seek a re-confirmation from the Bidder before the bid is registered.

10.5 There is no provision for bidding in decimals. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no

complaint / representation shall be entertained by the Service Provider / SAIL Collieries Division in this regard.

10.6 The decision of SAIL Collieries Division in matters related to the E-Auction shall be final and binding on the Bidders / Buyers.

10.7 Quantity mentioned in the E-Auction Notice is indicative in nature and may undergo a change depending on factors like actual production, bottlenecks in material transportation etc.

10.8 There shall not be any joint / third party sampling facility extended by the Colliery to any Buyer. Refusal on account of non-suitability and / or substandard quality for the allotted quantity of material shall not be accepted.

10.9 The SAIL Collieries Division / Service Provider reserves the rights to cancel the Sale of the materials under the E-Auction from any source / location in part or whole at any stage at it's sole discretion without assigning any reason thereof and no party shall have any right whatsoever to raise any claim in this regard.

10.10 The SAIL Collieries Division reserves the rights to amend / modify and revise the Terms and Conditions contained herein in full or in part at any point of time and no party shall have any right whatsoever to raise any claim in this regard.

10.11 Sale under each E-Auction shall be an individual, independent, unique and complete transaction.

10.12 The Bidders shall sign and stamp with their Official Seal the Letter Of Acceptance (Format provided in the Invitation Document to OFA) as a token of acceptance of the terms and conditions and submit the same to the Service Provider. LOA with conditions in deviation to those mentioned in the OFA terms or any other counter condition shall be liable for rejection. The Service Provider shall arrange to send the signed LOA of all the successful Bidders to the SAIL Collieries Division.

10.13 The SAIL Collieries Division shall reserve the rights to call for original documents from the Bidder(s) concerned for verification and / or additional documents, if considered necessary at a later date. In case of any conflict / contradiction in between the Invitation Document to OFA and SAIL FA1, the terms and conditions in the Invitation Document to OFA shall prevail.

10.14 The Banker's Name, Branch and Account Number from where transactions are to be carried out by the Bidder in regard to this Sale Notice shall be furnished.

10.15 Weighment of the Truck / Dumper in empty and full load condition shall be done at the SAIL Collieries Division or its designated Weigh Bridge at the Colliery concerned.

10.16 The specified Key Contact under the OFA Notice shall be the Contract Executing Agency and whose decision regarding Delivery Program shall be final and binding on the Successful Bidder(s).

10.17 The Successful Bidder(s) shall intimate the Name(s) along with Address(es) of their local Representative(s) who may be present at the work site and co-ordinate with the Contract Executing Agency (or his authorized Representative) for carrying out the job properly. Important communication with Successful Bidder(s) shall be through Letters / E-mail and / or Notice(s) put up on the Notice Board of the Colliery, and it shall be the obligation of Successful Bidder(s) not to overlook such Notices. Any plea of ignorance of such Notices / letters put up on the Notice Board at the Colliery shall not be accepted.

10.18 The SAIL Collieries Division shall accept no liability towards any claim, compensation / damage that may arise out of non-fulfilment of Contracts between the Successful Bidder(s) and any third party. The SAIL Collieries Division shall give no cognizance to such third party with whom it has no privity of the Contract.

10.19 The Successful Bidder(s) shall adhere to the Relevant Act, Mines Act & Rules, Mines Regulations and Orders, as applicable, issued under them.

10.20 The Bidders shall provide safety appliances to their workmen in good working condition at their own cost. In case of non-supply, the SAIL Collieries Division may provide the safety appliances and such cost be recovered from the Security Money deposited by the Successful Bidder.

10.21 The Successful Bidder / Buyer shall ensure that all safety measures as per the Mining Acts & Rules, Pollution Norms / Forest Rules etc., as applicable in the State, and as per the standard Safety Terms & Conditions issued by the SAIL Collieries Division's Contract Cell applicable for Job / Service Contracts for loading, unloading and transportation are followed and the SAIL Collieries Division shall not be held responsible for any violation of the stipulated norms on the part of the successful Bidder / Buyer.

10.22 In the event of any dispute, the Bidder / Buyer may represent in writing to the Office of DGM (MM) & A/c (Mktg) or Manager (MM) at 1, Stadium Road, Kulti, and who may deal with the same within a period of 1 (One) month from such representation. Any interpretation of any clause of the OFA / Sale Notice shall be subject to clarification by the SAIL Collieries Division, and which shall be deemed as firm and final.

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LETTER OF ACCEPTANCE

To
DGM (MM & M) / Sr.Manager (MM)
SAIL Collieries Division,
1, Stadium Road,
KULTI (WB).

Through: M/s. Mjunction Services Limited
Ref.: E-Auction Notice No.MKTG/SJ/RC(L)/OFA/19-20/16 DATE: 24-09-2019

Dear Sir,

(1) We are interested in participating in the above Online Forward Auction notified for Sale of stipulated Coal and / or Coal Product. We also agree to abide by all the instructions and terms contained in the indicated OFA Notice, Invitation Document to OFA including Special Terms & Conditions, General Rules and Regulations governing the Conduct of Online Auction, along with General Terms and Conditions for Sale and Auction of Material from Plants / Units of SAIL and General Terms and Conditions for Sale and Auction from Plants / Units of SAIL.

(2) We agree to offer our best Bid Value / Price during the Online Auction process as per the instructions and terms stipulated in the OFA Notice.

We are providing the following details of ourselves in connection with the above Online Forward Auction.

Name of the Company: _____
Bidder ID No: _____
Authorized Person's Name: _____
Address of the Company: _____
Telephone No.: _____
FAX No.: _____
Mobile No.: _____
E-mail: _____

Yours faithfully,

_____ _____
Signature of Authorized Person (Company's Seal)

Place: _____

Date: _____