



**STEEL AUTHORITY OF INDIA LIMITED**  
**COLLIERIES DIVISION - MARKETING DEPARTMENT**  
**PO CHASNALLA, DIST DHANBAD, PIN – 828135 (JHARKHAND)**

**E-Auction Notice No.: MKTG/RJ/RC(D)/OFA/24-25/08**

**Date: 21.05.2024**

**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:-

<b>Item Description</b>	<b>Location</b>	<b>Total Offer Qty (in Metric Tonne)</b>	<b>Lifting Period (in Working Days)</b>	<b>Minimum Bid Quantity* (in Metric Tonnes)</b>	<b>Transport Mode</b>	<b>EMD (in Rs. per Metric Ton)</b>	<b>Start Bid Value / Price (in Rs. per Metric Ton)</b>
<b>Rangi Jhama</b>	<b>Old Laikdih Depot, Ramnagore Colliery</b>	<b>2000</b>	<b>30</b>	<b>500</b>	<b>Road</b>	<b>250/-</b>	<b>5,500/-</b>

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

**NOTE:-**The Bid Value / Price to be quoted during the OFA shall be the consolidated Price of the material in Rupees per MT, exclusive of 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 successful Bidder / 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 Depot site earmarked for Loading / Disposal. However, the materials shall be sold on “as produced / arising” and “no complaint” basis. The materials 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 guarantee or warranty shall be implied. The Bidders are advised to inspect the material before bidding.

3. Last date of Registration and Submission of OFA documents: Upto 10:00 AM on 27.05.2024

Last date of Submission of EMD: Upto 10:30 AM on 27.05.2024

Auction Date: **27.05.2024**

Auction Start Time: 11:30 AM

Inspection Date: From 22.05.2024 to 25.04.2024 [between 09:30 AM and 02:00 PM] by contacting the following Key Contact / Contract Executing Agency (or his authorized representative):-

**Mr. Subhash Kumar**  
**GM (Mining) & Colliery Manager, Ramnagore Colliery**  
**Cell: (+91) 9434777572**

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](http://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](http://www.sailtenders.co.in) and M/s. mjunction Services Ltd.:[www.coaljunction.in](http://www.coaljunction.in).

5. The sale of material shall be governed by the General Terms & Conditions for Sale & Auction from Plants / Units of SAIL [also called SAIL GTC - SA : 2017] hosted on the SAIL Website: [www.sailtenders.co.in](http://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 respect shall reach the Service Provider at the following address:- M/s. Mjunction Services Ltd. [Coaljunction], Godrej Waterside, Tower - I, 3<sup>rd</sup> Floor, Plot No. 5, Block – DP, Sector-V, Salt Lake City, Kolkata – 700091 (West Bengal), by the stipulated date and time. For registration, such documents shall be deposited in person within the stipulated date and time for registration. For existing registered Customers, the required documents may also be deposited by scanned copy over Fax / E-mail.

7. The Service Provider shall arrange to send the signed Letter 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 the Website of Mjunction Services Ltd.: [www.coaljunction.in](http://www.coaljunction.in). The Auction Document containing terms and conditions of the E-Auction may be obtained / downloaded from any of the Websites of [www.sailtenders.co.in](http://www.sailtenders.co.in) and [www.coaljunction.in](http://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, 3<sup>rd</sup> Floor, Plot No. 5, Block – DP, Sector-V, Salt Lake City, Kolkata – 700091 (West Bengal) [(Phone Nos. 9163348281 or 033 - 66106259 / 66106100); Fax: 033 – 66106187 / 66011719)] and for information, the Marketing Department, SAIL - Collieries Division, Lower Accounts Building, PO Chasnalla, Dist Dhanbad, PIN – 828135 (Jharkhand).

(K Chanda)  
AGM (MM)  
SAIL - Collieries Division, Chasnalla  
Cell: (+91) 9434777583



**STEEL AUTHORITY OF INDIA LIMITED  
COLLIERIES DIVISION - MARKETING DEPARTMENT  
PO CHASNALLA, DIST DHANBAD, PIN – 828135 (JHARKHAND)**

**e-Auction Notice No.: MKTG/RJ/RC(D)/OFA/24-25/08**

**Date: 21.05.2024**

**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. [Coal junction] 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. Proprietary Concern, Partnership Firm, Company or any other business / commercial entity) 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](http://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 intending 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](http://www.coaljunction.in).

2.3 The Service Provider shall issue "Photo Identity Card" to the registered Bidders duly authenticating the identity and 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 GSTRegistration No. shall be indicated in each "Photo Identity Card".

2.5 **Earnest Money Deposit:-**All intending Buyers who are registered with the Service Provider shall 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 the 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 programme for conducting E-Auction and notify the same through display / hosting on SAIL Website [www.sailtenders.co.in](http://www.sailtenders.co.in) for wide publicity. The programme shall also be intimated to the Service Provider for hosting the same on their Website [www.coaljunction.in](http://www.coaljunction.in).

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 / Tipper 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 programme instructed by the Colliery' Management from time to time.

### 4. **Bidding Process:-**

4.1 The Online Forward Auction shall be conducted wherein intending 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 / Price Validity shall be for 15 (Fifteen) days from the date of conduct 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 materials 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 Bidders while bidding for the material shall quote their "Bid Value / Price" per MT in Indian Rupees as the consolidated Price of the material in Rs. per MT, exclusive of the statutory Taxes & Duties like GST, TCS, Clean Environment Cess, as applicable at the time of delivery.

4.7 The Bidders shall bid for a Value / Price 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 (Rs. 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-bid 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 scanned copy by Fax / 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 Bidder 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 rank** as long as the offered quantity is available for allocation.
- c) If two or more Bidders bid the same Value / Price, precedence for allotment shall be accorded to the Bidder who has placed the bid for the higher quantity.
- d) In case two or more Bidders bid the same Value / Price and the same quantity, precedence shall be given to the Bidder 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 bid 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 Phone 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 bid/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 an 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 Phone 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 Dos shall be issued to each successful Bidder.

4.13 Any Bidders found to have participated-in the E-Auction Event from common IP address(es) shall summarily stand disqualified from consideration of issue of Sale Order.

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

5.1 The 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 (inclusive of 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](http://www.coaljunction.in) and intimate over Fax / Email 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 (inclusive of 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) to SAIL - Collieries Division on the basis of the accepted Winning Bid Value / Price 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 alongwith duly completed and attested Mandate for refund of Security Deposit through NEFT / RTGS.

6.2 **Material Value:-** Non-interest bearing Material Value (inclusive of 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 H-1 Value / Price plus applicable Taxes & Duties. EMD of the successful Bidder / Buyer shall be adjusted against the due 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: -“Bank’s Name - **STATE BANK OF INDIA; Bank’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 **Transfer:-** 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 a) The Customers / DO Holders shall be allowed for segregation of stone, dirt band and other extraneous materials from the ROM at Rangji Jhama Depot by engaging their own labour.
- b) The Customers / DO Holders shall be allowed for mechanical loading of Segregated Rangji Jhama onto their Trucks placed for the purpose.
- c) 12 to 15 persons maximum per DO shall be allowed to enter the Depot premises for the segregation / screening / sorting purpose of the materials with clear authorization from the Colliery Manager, Ramnagore Colliery. The Customers / DO Holders shall be bound by the prevailing Mining Rules & Regulations and as per the directions of the Colliery Manager, Ramnagore Colliery.
- d) The Customers / DO Holders shall be allowed for sizing of the material, if required.

7.2 The SAIL- Collieries Division shall issue DOs as early as possible to the successful Bidders. The successful Bidder / Buyer may 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. In the absence of such an option being exercised by the Buyer, the DO shall indicate the movement of the

material as 'within the State and outside the State'. 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 issue of 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, as applicable, without interest 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 with 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 and Material Value:-**

9.1 Failure to deposit any or all of the above payments within the stipulated period shall result in termination of the Sale Contract without any notice to the successful Bidder/ Buyer along with forfeiture of EMD / Security Deposit and Material Value, as may be decided by the SAIL - Collieries Division and the defaulting Bidder shall not be eligible to participate in any future Sale Tender / Auction of SAIL – Collieries Division for a period of 6 (Six) months from the date of issue of such communication.

9.2 If the successful Bidder/ Buyer does not lift the booked quantity in entirety within the stipulated DO' validity period, the proportionate Security Deposit along with full Material Value, inclusive of statutory Taxes & Duties like GST, TCS, Clean Environment Cess, as applicable, for the un-lifted quantity shall be forfeited. Such forfeiture shall be made only if the un-lifted quantity is more than an average Truckload quantity of 30(Thirty) MTs. 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 DO' validity period. The DO material quantity left over at Colliery Site after such forfeiture shall be treated as 'abandoned goods' at the sole discretion of SAIL – Collieries Division and the DO for the left over quantity be treated as cancelled. SAIL shall have full rights on such abandoned goods and be entitled to dispose of the same in any manner it deems fit without any reference to the defaulted Buyer. The defaulted Buyer shall have no claim whatsoever on the abandoned goods.

9.3 If the successful Bidder / Buyer withdraw 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. Additionally, the defaulting Bidder shall not be eligible to participate in any future Sale Tender / Auction of SAIL – Collieries Division for a period of 6 (Six) months from the date of issue of such communication.

9.4 In the event, the successful Bidder/ Buyer makes payment of the Security Deposit but fails to make payment of the Material Value, inclusive of 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 Sale Tender / Auction of SAIL – Collieries Division for a period of 6 (Six) months from the date of issue of such communication.

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

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

10.2 All terms and conditions of the E-Auction 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, Bidders 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.

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 its sole discretion without assigning any reason thereof and no Bidder / Buyer 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 Bidder / Buyer shall have any rights 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. Letter of Acceptance (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 GTC – SA: 2017, 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 Bidders in regard to this Sale Notice shall be furnished.

10.15 Weighment of the Truck/ Dumper / Tipper 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 Acts, 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 / Buyer.

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 successful Bidder/ Buyer may represent in writing to AGM (MM), SAIL – Collieries Division, Marketing Department, Lower Accounts Building, PO Chasnalla, Dist Dhanbad, PIN – 828135 (Jharkhand), 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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