



**STEEL AUTHORITY OF INDIA LIMITED
COLLIERIES DIVISION
1, Stadium Road, Kulti - 713343**

OFA.No. DGM(M)/SJ/RC(S)/OFA/03

DATE. 01.04.2014

**ON LINE FORWARD AUCTION NOTICE FOR SALE OF SEGREGATED JHAMA EX-
RAMNAGORE**

1. Segregated Jhama is available for sale on “As Produced / Arising” and “No Complaint” basis from Ramnagore Colliery through Online Forward Auction process.

Item Description	Location	Offered Quantity	Lifting Period	Minimum Bid Quantity	Mode	Start Bid Price
Segregated Jhama	Salanpur Quarry	4,000 MT	30 Working days	500 MT	Road	Rs 4,250/- per MT

Customers can bid for minimum 500 MT or for any higher quantity (in multiples of 100 MT) up to 4,000 MT. The bid value shall be the basic value of the material in Rs / MT exclusive of Sales Tax / VAT, Excise duty, TCS and all other applicable levies.

2. Inspection of the material: Bids are accepted on the assumption that the bidders have inspected the material 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 are from stock and also arising from fresh/continuous production and may be inspected by the prospective buyers at the site ear marked for loading/disposal. However, the materials will be sold on “As Produced / Arising” and “No Complaint” basis. The material will 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 2.30 PM on 09-04-2014
Last date of submission of EMD : Upto 2.30 PM on 09-04-2014
Auction Date : 10-04-2014
Auction Start Time: 2.30 PM

Inspection Date: 03-04-2014 to 09-04-2014 by contacting DGM (Maint.), Ramnagore
Phone No. 0341-2523154 (M.No.09434777560)
Inspection Timing: 9.30 AM AM to 4.00 PM

4. Intending buyers willing to participate in the Online Forward Auction would have to be registered with the Service Provider appointed by SAIL – Collieries Division. Please refer (www.coaljunction.in).

Before participation they may refer to the process of EMD deposit, e-Auction Terms and Conditions / Scheme. E-Auction methodology and Notice for sale available on the websites of SAIL and Mjunction.

5. The sale of material shall be governed by General Terms and Conditions of sale from plants/units of SAIL for sale through Online Forward Auction (SAIL FA1)(Available on SAIL Website), Online Forward Auction Notice and Invitation to Online Forward Auction including General Terms and Conditions.

6. Letter of Acceptance and all other registration documents, complete in all respects should reach the Service Provider, Mjunction Services Limited, (coaljunction) Godrej Water Side, 3rd Floor, Tower 1, Plot V, Block DP, Sector V, Salt Lake, Kolkata – 700091. For registration, such documents should be deposited in person within the stipulated time for registration. For existing registered customers, the required documents may also be deposited over fax / e-mail.

Service Provider shall arrange to send the signed Letter/s Of Acceptance of all successful bidders to SAIL-Collieries Division after the Auction is over.

The e-Auction will be conducted on line through Mjunction Services Limited's website www.coaljunction.in. Auction document containing terms and conditions of the auction may be obtained/downloaded from any of the websites <https://www.sailtenders.co.in> and www.coaljunction.in. For registration and submission of documents along with necessary EMD of Rs. 250/- (Two hundred fifty only) per MT of bid quantity, please contact Mr. Amit Banerjee (9163348281/66106259/66106100), Fax: 033-66106187/66011719 of M/s Mjunction Services Limited (coaljunction), Godrej Water Side, 3rd Floor, Tower 1, Plot V, Block DP, Sector V, Salt Lake, Kolkata – 700091 and for information DGM (Marketing) Collieries, 1, Stadium Rd, Kulti – 713343.

DGM (Marketing), Collieries



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INVITATION TO ONLINE FORWARD AUCTION

E-AUCTION SCHEME FOR SEGREGATED JHAMA, EX-RAMNAGORE

Objective

Sale of Segregated Jhama, Ex- Ramnagore Colliery through e-Auction has been introduced with a view to provide access to the material by such Buyers who are not able to source the material through the available Fixed Price Sale process.

The purpose of e-Auction is to provide equal opportunity to purchasers of the above material through single window service to all intending Buyers.

E-Auction has been introduced to facilitate wide ranging access across the country for booking Segregated Jhama on line for all Buyers enabling them to buy the material through a simple transparent and consumer friendly system of marketing and distributing of the material.

Terms and Conditions

The detailed terms and conditions of the e-Auction Scheme are given below.

1. Eligibility

Any Indian Buyer (viz. individual, partnership firm, companies, etc.) can participate in the e-Auction for procurement of Segregated Jhama.

2. Registration

2.1 Before participation in the e-Auction, prospective buyer shall be required to be registered with the Service Provider, M/s Mjunction services Ltd, appointed by SAIL-Collieries for the purpose by submitting an application in the prescribed format available on the Website of the Service Provider. The application shall be made along with the required documents such as copy of Income Tax return (latest), PAN, Sales Tax/VAT/TIN Registration Certificate as applicable, Passport size photograph, etc., as prescribed by the Service Provider. Registration has to be done online and all relevant documents have to be deposited at the office of the Service Provider.

2.2 After the registration, all prospective Buyers will be issued a “Bidder ID” and a “Bidder ID Card” which would be required during payment of material value, etc and collection of D.O. Details of the registration process with the Service Provider is available on their website.

- 2.3 The Service Provider shall issue “Photo Identity Card” to the registered bidders duly authenticating the identity & signature, indicating a “Unique Registration Number” allotted to them. The “Unique Registration Number” of the Registered Bidders shall be communicated to SAIL-COLLIERIES .
- 2.4 Only one registration will be done against one PAN. However, based on more than one independent valid Sales Tax registration more than one registration against a PAN can be considered. In such cases, the details of valid Sales Tax registration will be indicated in each “Photo Identity Card”.
- 2.5 **Earnest Money Deposit** : All Buyers having been 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 in the Name of ‘Mjunction services limited’ and deposited to any HDFC CMS Branch across India through local Pay Order / DD. No EMD is to be deposited at the Kolkata H.O. of the Service Provider.
- 2.6 **Transport Permit**: - Cost of Transport Permit shall be borne by the successful Bidders.

3. **Notification**

- 3.1 SAIL-COLLIERIES would draw up the program for conducting e-Auction and notify the same through display on the Company’s Notice Board and hosting the same on SAIL website for wide publicity. The program will be intimated to the Service Provider accordingly for hoisting the same on their website also.
- 3.2 Auction will be for dispatches by ROAD only. Bidding will be for minimum quantity of 500 MT or for any higher quantity (in multiples of 100 MT) up to 4,000 MT Ex-Ramnagore Colliery. Successful Bidder/s has/have to arrange loading from the located site to truck/ dumper at their cost and arrangement. The delivery of materials in terms of Delivery Order issued shall be taken by the Successful Bidder/s within the stipulated period mentioned in the Delivery Order and also strictly according to any other instructions / delivery programme given by the Ramnagore Management from time to time.
- 3.3 Inspection of material : Bidders are advised to inspect the materials before participating in the auction. Bidders by submitting the online quotation shall be deemed to have fully familiarized themselves about the quality / condition of the materials and related activities defined in the OFA documents and terms and conditions of the contract. The bidders should fully satisfy themselves of their capabilities to undertake and perform the job. No complaint in any respect shall be entertained by management afterwards. Customers may visit Ramnagore Colliery and inspect the materials on any working day, prior to date of auction. They may contact GM (Colliery), Ramnagore, for necessary coordination.

4. **Bidding Process**

- 4.1 The online forward auction would be conducted wherein interested buyers would be required to quote both their desired quantity and price.
- 4.2 All bids received during on-line bidding will be binding on the bidder and should be valid for 15 days from date of auction for receipt of price approval from SAIL-Collieries.

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

4.4 Before participating in e-Auction, bidders are to satisfy themselves with the quality of material being offered from the location of the material indicated in the OFA document.

4.5 Prospective Bidders are entitled to Bid for the quantity to the extent of amount of EMD which is available with the Service Provider in the Bidder's account at the time of bidding.

4.6 The buyers while bidding for the material shall quote their "Bid price" per MT in Indian Rupee as base price, exclusive of other charges like Sales Tax /VAT, Excise duty, TCS and all other applicable levies at the time of delivery.

4.7 The bidder has to bid for a price equal to or above the "Start Bid price" to secure consideration in the concerned e-Auction.

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

4.9 The Bidder shall offer his Bid Price (per MT) in the increment of Rs.10/- (Rupees Ten only) during the first one (1) hour of auction.

4.10 During the extended period of first two (2) hours, the Bidder shall offer his Bid price in the increment of Rs. 20/- (Rupees Twenty only). Beyond this extended period of two hours the bid price increment would be Rs. 50/- (Rupees Fifty only).

4.11 While maintaining the secrecy of Bidder's identity, the web site shall register and display on screen the highest successful Bid price at that point of time. The system will 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 Following criteria would be adopted in deciding the successful Bidders:

- a) It will be responsibility of all participating bidders to intimate through FAX on the same day within 2 hours after closure of bidding their consent for matching the H1 price to M/s Mjunction Services Limited (Fax No. 033-66106187, 66011719).
- b) The H1 price quoting bidder will be allocated the full quantity of material limited to his bidding amount. In case material is left over after allocation to H1 quoted party precedence will be accorded to the next bid price in descending order i.e. H2 and the material will be offered to H2 ranked party at H1 quoted price for his respective bid quantity subject to his consent for acceptance/matching of the H1 price. This process will 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 price, precedence for allotment will be accorded to the buyer who has placed the bid for the higher quantity.
- d) In case two or more buyers bid the same price and the same quantity, precedence will be given to the buyer who has accorded his bid first with reference to time.
- e) In case no other bidder matches the H1 quoted price or material is left over after allotment to all the eligible bidders, then the entire bid quantity available will be offered to the H1 bidder at the H1 quoted price subject to acceptance by the H1 bidder.
- f) H1 bidder would be intimated over e-mail and telephone the final offer within 30 minutes from closure of H1 Price match. H1 bidder may accept the entire balance left over quantity or in multiples of minimum bid quantity subject to the availability of EMD amount with M/s Mjunction services ltd. and have to 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 will be made over e-mail and telephone to the other bidders, who have matched the H1 price as per their rankings subject to available EMD, 3 hours after closure of auction. Acceptance over e-mail/fax should reach M/s Mjunction services ltd. within 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 delivery order will be issued to each successful bidder.

5. **Post e-Auction process**

- 5.1 H1 price is disclosed on the e-auction screen. However, it will be the responsibility of the Bidder (other than H1) 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 H1 price.
- 5.2 The highest ranked bidder (H1) will be required to deposit material value through e-payment within 7 days from date of Sale Order. Delivery Order will be issued following deposition of Security Deposit and material value (including other charges like Sales Tax /VAT, Excise duty, TCS and all other applicable levies at the time of delivery), and after the approval of competent authority.
- 5.3 All the bidders other than H1, having allocation at the closure of the e-auction event, will have to download the "Price Match" format from the website (www.coaljunction.com) and intimate over fax to M/s Mjunction Services Limited (Fax No. 033-66106187, 66011719) within 2 hours after closure of online event their consent / willingness for matching the H1 price of the e-auction. Faxes/e-mails received beyond the stipulated period of 2 hours from closure of the e-auction would stand as cancelled / rejected. In case they are offered any quantity of material, following which depending on the availability of material, they will be required to deposit security deposit and material value (including other charges like Sales Tax /VAT, Excise duty, TCS and all other applicable levies) after issue of sale order, within the time stipulated in the same. The delivery order will be issued after receipt of full payment.

5.4 The EMD, corresponding to the winning quantity of all successful bidders agreeing to match H1 quoted price shall be blocked and transferred to SAIL- Collieries Division by the Service Provider along with the bid sheet/s and signed and stamped documents submitted by the bidders.

5.5 A bidder who has not put in a bid in the e-auction is not eligible to match the price of the H1 bidder.

5.6 In case the H1 Price received is found to be lower than the Reserve Price fixed by the Company, the Company reserves the right to reject all Bids.

6. **Terms of payment**

6.1 **Security Deposit :**

- a) On receipt of the EMD amount of the Successful Bidders against their booked quantity, by transfer from Service Provider, SAIL-COLLIERIES shall adjust the same against the Security Deposit of the respective bidders.
- b) The successful Bidders have to furnish non-interest bearing Security Deposit representing 5% of the full value of the material allocated (limited to the bid quantity) on the basis of the price accepted within 7 days from date of sale order.
- c) Similarly, on availability of material for allocation, H2 bidder, after agreeing to match H1 price, will have to furnish non-interest bearing Security Deposit representing 5% of the full value of the material allocated at H1 price (limited to bid quantity). The process will go on till the entire quantity on offer is covered, provided they agree to match H1 price.
- d) If the transferred amount of EMD deposit amount falls short of Security Deposit after adjustment, the balance amount has to be submitted within 7 days of sale order. If EMD amount is more than the Security Deposit, the excess amount will be adjusted against the material value deposit. No interest shall accrue on the Security Deposit or the EMD submitted.
- e) The amount of Security Deposit shall be retained by SAIL-Collieries and refunded on completion of the contract, after adjustments, if any. The lifting completion report shall be issued by sales department and a copy of the same shall be forwarded to Finance. Department for refund of Security Deposit . The successful bidders have to submit details of the Bank Account alongwith mandate for refund of Security Deposit through RTGS/NEFT.

6.2 **Material Value** : Non-interest bearing material value (including other charges like Sales Tax / VAT, Excise duty, TCS and all other applicable levies at the time of delivery) is to be deposited in advance by the successful bidders for the value of the allocated quantity within seven days from date of sale order. Material value would cover bid price plus applicable taxes and levies.

6.3 Security Deposit and material value payments are to be made through e-payment. The bank details are as under:

Name of A/c Holder : SAIL- IISCO STEEL PLANT , RAMNAGORE COLLIERY
BANK : STATE BANK OF INDIA.
BRANCH : BARAKAR.
A/C NO. : 11231275052
IFS CODE : SBIN0002009.

6.4 Delivery Order (DO) will be issued as early as possible after receipt of Security Deposit and material value of allocated quantity of Segregated Jhama and money receipt from Finance Deptt., Ramnagore.

6.5 Resale : Resale will not be organized by the management. The Sale Order / Delivery Order will be made out only in the name of the purchaser i.e. successful / H-1 Bidder.

6.6 Transfer : Transfer of SALE Order / Delivery Order will not be recognized by SAIL – Collieries and in case of any such transfer, the Sale Order / Delivery Order will immediately stand cancelled

6.7 Damage to Plant properties : The buyer shall be fully responsible for any loss/damage that may be done to the premises, equipment, machineries and other installation of SAIL- Collieries in the course of removing/lifting the goods brought by him, and the buyers will remain fully liable to reimburse the cost of such damage. SAIL-Collieries will have exclusive right to assess the cost of such damages which will be finally be recovered from the buyers. For this purpose any sum due to the buyers may also be attached.

6.8 Material value payment would be non-interest bearing and would be adjusted against the material value at the time of dispatch.

6.9 Failure to deposit any or all of the above payments within the stipulated period will result in termination of contract without any notice to the Successful Bidder/s, along with forfeiture of EMD/ Security Deposit and the bidder will not be eligible to participate in any future Tender / Auction / Fixed Price Sale Notice for Segregated Jhama for six months from the date of Auction.

7. Procedure for material delivery

7.1 Delivery will be by Road on Ex-Ramnagore Colliery basis. The material will be loaded into Trucks / Tippers / Dumpers and taken out of the premises of Ramnagore Colliery on ‘as is where is’ condition, after weighment. It will be the responsibility of the successful bidder to ensure that loading is done as per the norms and SAIL – Collieries not be held responsible in this regard. Loading will be done by the successful bidder with their own equipment and at their cost. The successful bidder will not be allowed to carry out any screening / sorting of the material within Ramnagore Colliery.

7.2 SAIL-Collieries shall issue Delivery Orders as early as possible to the Successful Bidders. The Buyer has to submit the option before the issuance of the Delivery Order for movement

of the material 'within state' and/or 'outside state' and the Delivery Order will indicate the same accordingly. However, the challan issued by SAIL-Collieries shall indicate the destination.

- 7.3 The validity period to complete lifting of material by road shall be 30 Working days from the date of issuance of the Delivery Order.
- 7.4 If for any reason beyond the control of the company all the materials offered through the online auction process or part thereof cannot be delivered, the liability of the company will 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 bidders, not agreeing to match the H1 price, EMD shall be refunded by the Service Provider on the bidder's request within seven working days after the Auction is over.
- 8.2 In the event of bidders agreeing to match the H1 price but not allocated any quantity of material for any reason, EMD shall be refunded by the Service Provider on the bidder's request within seven working days after the Auction is over.

9. Forfeiture of EMD / Security Deposit / Material Value

- 9.1 If the Bidder fails to make payment for the Security Deposit and / or material value (including ST / VAT and other applicable levies) for the allotted material within the stipulated date indicated in the sale order, the EMD submitted by the successful Bidder will be liable for forfeiture and the bidder will not be eligible to participate in any future Tender / Auction / Fixed Price Sale Notice for Segregated Jhama for six months from the date of Auction.
- 9.2 The successful bidder must effect complete removal of the goods from the site within the period specified in the release order / delivery order issued by SAIL. In case goods are not removed in full within the specified period, release order / delivery order for the left over quantity will be treated as cancelled. The goods so left over will be treated as abandoned goods at the risk and cost of the customer. SAIL will have full right on such abandoned goods and will be entitled to release or dispose off the same in any manner it deems fit without any reference to the customer. The successful bidder will have no claim on goods treated as abandoned goods. In addition to forfeiting such abandoned goods, the value of the left over material will also be forfeited. Any other penal action shall be taken as per special terms & conditions. The successful bidder shall further be held liable for all commission and other charges and losses suffered by SAIL, which may be recovered from the Security deposit or any other sum due to the customer.

Such forfeiture shall be made only if the balance unlifted quantity is equal or more than a truckload (10 metric tonnes).

Such forfeiture, however, would not take place if SAIL-Collieries fail to offer full or part of the allocated quantity within the validity period.

9.3 If the buyer withdraws from the sale after agreeing to match H1 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 (inclusive of all taxes and duties) within the date specified in the Sale Order, the Security Deposit shall stand forfeited and the bidder will not be eligible to participate in any future Tender / Auction / Fixed Price Sale Notice for Segregated Jhama for six months from the date of Auction.

10. General Terms and conditions

10.1 The material procured under e-Auction is 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 cannot be absolved from fulfilling the responsibility of compliance of 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 are fully responsible to check and rectify their bid before submitting their Bid into the live e-Auction floor by clicking the “Bid” Button. During the Auction if the incremental Bid Price is more than 50% of the immediate preceding bid price, then the system will 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 will be entertained by the Service Provider/SAIL-Collieries in this regard.

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

10.7 Quantity mentioned in notice is only indicative and may undergo a change depending on factors like actual production, bottlenecks in material transportation, etc.

10.8 There will not be any joint/ third party sampling facility extended 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 SAIL-Collieries / Service Provider reserves the right to cancel the sale of material under this e-Auction from any source/location in part or whole at any stage at its sole discretion without assigning any reason thereof and no party shall have any right whatsoever to raise any claim in that regard on that count.

- 10.10 SAIL-Collieries reserves the right 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 that regard on that account.
- 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 company's seal the Letter Of Acceptance (Format provided in Invitation to OFA) as a token of acceptance of the terms and conditions and submit the same to the Service Provider. Conditional LOA submitted with conditions in deviation to those mentioned in the OFA terms or any other counter condition shall be liable for rejection. Service Provider shall arrange to send the signed LOA of all the successful bidders to SAIL-Collieries Division.
- 10.13 SAIL-Collieries shall reserve the right to call for original documents for verification and/or additional documents, if considered necessary at a later date. In case of any conflict/ contradiction in between Invitation to OFA and SAIL FA1, the terms and conditions in Invitation to OFA will prevail.
- 10.14 Banker's Name, Branch and Account Number where transactions are to be carried out by the bidder in regard to this Sale Notice are to be furnished.
- 10.15 Weighment of the truck/dumper at empty and full load condition will be done at SAIL-Collieries or its designated Weigh Bridge at Ramnagore.
- 10.16 Contract executing agency shall be AGM (Mining), Ramnagore Colliery or his authorized representatives whose decision regarding delivery programme will be final and binding on the Successful Bidder/s.
- 10.17 Successful Bidder/s should intimate the Name/s & address/es of their local representative/s who should be present at the work site and coordinate with the Executing Deptt. For carrying out the job properly. Important communication with Successful Bidder/s shall be through letters and / or notices put up in Notice Boards at Ramnagore and it will be obligation of Successful Bidder not to overlook such Notices. Any plea of ignorance of such Notices / letters put up in the Notice Board at Ramnagore shall not be accepted.
- 10.18 SAIL-Collieries accepts 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. SAIL-Collieries will give no cognisance to such 3rd party with whom it has no privity of the contract.
- 10.19 The bidders shall adhere to the Relevant Act, Mines Act, Rules, Mines Regulations and Order, 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 SAIL-Collieries may provide the safety appliances and the cost will be recovered from the Security Money deposited by the Successful Bidder.
- 10.21 The successful bidder has to ensure that all safety measures as per Mining Acts/ Rules, pollution norms / forest rules, as applicable in the State, during loading, unloading and transportation are followed and any violation of pollution norms / forest rules by the

successful bidder, SAIL-Collieries can't be held responsible on any account in this regard.

- 10.22 **Illegal Gratification** : Any bribes, commission, gifts or advantage given, promised or offered by or on behalf of the bidder/ customer or his partner, agent, or servant to any officer, servant, representative, or agent of the company in relation to the obtaining or to the execution of this or any other contract with the company for showing or for bearing to show favour or disfavor to any person shall be resulting into the cancellation of this contract.
- 10.23 **Force Majeure** : If in the event either or both the parties to the contract is/ are prevented from discharging its/ their obligation(s) under the contract by reason of one or more of the events such as arrest(s), restraint(s) by Government of people, blockade(s), revolution(s), insurrection(s), mobilization(s), strike(s), civil commotion(s), riot(s), accident(s), Act(s) of God or other natural calamities or on account of any other act(s) beyond the control of the parties to the contract, the time of delivery shall be extended by the period equal to the period of delay / constraints occasioned by one or more of the aforesaid Force Majeure conditions. However in the event of customer invoking the Force Majeure condition(s), SAIL - RMD shall have the option to cancel the contract for reasons of any or all of the Force Majeure conditions notified by the customer without being able to pay any compensation whatsoever to the seller.

On the occurrence of any of the above Force Majeure conditions, the party concerned shall notify the other party in writing of such occurrence(s) within 7 days of occurrence(s) stating therein the date of occurrence(s) of Force Majeure disability and the nature of such Force Majeure disability along with a certificate from the appropriate Statutory Authority and / or Chamber of Commerce of the concerned state certifying the fact of the Force Majeure condition during the relevant period.

- 10.24 In the event of any dispute, Bidder/ Buyer is necessarily required to represent in writing to the Dy General Manager (Marketing) Collieries, Office at 1, Stadium Road ,Kulti, who would deal with the same in a period of one month from such representation. Any interpretation of any clause of this Sale Notice will be subject to clarification by SAIL-Collieries, which will be deemed as firm and final. All disputes arising out of this scheme or in relation thereto in any form whatsoever shall be dealt exclusively by way of Arbitration and Conciliation Act, 1996. The Arbitration shall be conducted at a place to be notified by SAIL-Collieries Division.
- 10.25 **Conciliatory Body** : In case of any dispute & prior to appointment of Arbitrator, the point of dispute will be reviewed by a conciliatory body which will be formed with one representative from Plant / Unit of SAIL, one representative of the party and a representative of Legal Cell of respective Plant / Unit.

10.26 **Arbitration** :

- a. **Reference of Disputes to Conciliation / Arbitration**: All disputes or differences arising out of the contract/order, except disputes or differences for which separate provisions for their resolution have been made in the Contract ('excepted matters'), shall be settled by Conciliation or Arbitration in accordance with the Arbitration and Conciliation Act, 1996, and the provisions made hereinafter in this Article. Such dispute shall first be referred to Conciliation by a Conciliator selected mutually by the

parties, who shall also decide the fees / remuneration and the rules of Procedure, which shall be flexible.

- b. Appointment of Arbitrator: In the event of failure of conciliation, that dispute will be referred to an arbitral tribunal comprising a sole arbitrator to be appointed by the Director (RM&L) or the Chief Executive Officer In charge of Collieries Division or Executive Director In charge who is exercising the power of the Director in respect of award of contract.
- c. When a party sends a Notice for Arbitration to the said authority, within a period of thirty days, a panel of three names suggested by the said authority, will be forwarded to the party demanding arbitration. The party shall choose one of those persons, who will be appointed as the Sole Arbitrator. In the event the party fails to intimate one of those persons within fifteen days from the date of intimation of the three names then said authority will be at liberty to appoint any one out of the said three persons as the Sole Arbitrator.
- d. The Arbitrator(s) shall hear the cases independently and impartially and shall not represent the interest of any party. The Arbitrator shall, from the time of his appointment and throughout the arbitral proceedings and without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality. However, merely because he is or has been an employed by one of the parties, it shall not be a disqualification for a person to be an arbitrator.
- e. The arbitral tribunal shall be free to determine its own rules of procedure, in consultation with the parties, which it shall state at the beginning of the arbitral proceedings, and shall follow such procedure thereafter. The arbitrator may hold preparatory meetings(s) for this purpose. In the preparatory meeting(s) aforesaid, the arbitrator(s) may, in consultation with the parties, also determine the manner of taking evidence, the summoning of expert evidence, and all such matters for the expeditious disposal of the arbitration proceedings. The arbitrator shall be entitled to actually incurred expenses only, in respect of preparatory meetings(s). The seat of the arbitral tribunal shall be at Kolkata, but, if necessary, the tribunal can hold the proceedings at other places, for convenience in recording evidence, conducting investigation / survey.
- f. Work to continue during Conciliation / Arbitration: Work under the Contract shall be continued by the Contractor during the arbitration proceedings and recourse to arbitration shall not be a bar to continuance for the work.

**STEEL AUTHORITY OF INDIA LIMITED
COLLIERIES DIVISION**

SAFETY TERMS AND CONDITIONS

1. TERMS & CONDITIONS

1.1. GENERAL

1.1.1. Safety is the responsibility of the Contractor and his staff/ employees /workmen engaged/deployed for execution of work under the Contract, individually and collectively. For this purpose, the Contractor staff means and includes all its Associates/Sub-contractors/Vendors/Sub- vendors and their staff/employees/ Workmen deployed for execution of the work covered under the Contract. The Contractor shall ensure that his workmen participate in the safety awareness programmes, health care programmes and safety training programmes whenever such programmes are organized by the employer or the contractor.

1.1.2. Contractor shall ensure that a copy of the Safety Codes is handed over to Associates/Sub-contractors/Vendors/Sub-vendors working under his control for the execution of the contract and this will also be available with the safety coordinator. The contractor shall also ensure that its Associates/Sub contractors/Vendors/sub-vendors shall abide by the safety codes, safety rules and instructions of the employer

NOTE: The word 'Contractor' shall include all his associates/sub-contractor / vendors/sub-vendors working under his control for executing the contract.

1.1.3. The Contractor and his Associates/sub-contractors/Vendors/sub-vendors shall observe all precautions and provide adequate supervision pertaining to safe working and safety of their staff/employees/workmen on the work and also safety of assets and employer's equipment while executing the work. Statutory supervision shall be provided by the employer/his representative in mines.

1.1.4. The Contractor shall ensure that their staff/employees/workmen function effectively towards their own safety as well as safety of their co-workers and other persons working in the area, including the areas in the vicinity which may become unsafe due to their activities.

1.1.5. The contractor shall designate either himself or a person as SAFETY COORDINATOR who shall maintain regular liaison with the Employer (Engineer i.e. person appointed by the employer in the manner provided in contract and to perform the duties delegated by the Employer and Safety Engineering Department of employer) to ensure the implementation /compliance of the Safety norms and existing as well as latest instruction of the employer on safety.

1.1.6. The contractor shall, in accordance with prescribed procedure, obtain Gate Passes from the competent authority who shall make it available to the contractor and his staff/employee/workmen to enter the work-area. The provision of Photo Passes

shall be applicable only for contracts of duration of one year or more.

- 1.1.7. The contractor shall be fully responsible for accidents caused due to his or his agent's or workmen's negligence or carelessness in regard to the observance of safety requirements and shall be liable to pay compensation for injuries and delay in work due to these.
- 1.1.8. The contractor shall motivate and encourage his employees/workmen to make personal contribution towards enhancing safety on the basis of their knowledge and experience.
- 1.1.9. The contractor shall have adequate number of pocket sized safety cards containing safety instructions prepared on the basis of employer's model safety book for contractor's workers in Hindi or regional languages as may be required and shall issue them to all his employees/workmen and ensure that they read it before commencing the work. The safety instructions from the safety card shall be read and explained by the contractor or his representative to those employees/workmen who are illiterate and cannot read and ensure that these have been understood.
- 1.1.10. The contractor shall ensure that drums or other make-shift arrangement are not used in place of ladder or work benches or supports for any job.
- 1.1.11. The contractor shall ensure that compressed air is not used for removing dust from one's clothes. Compressed air shall not be blown against anyone as it may injure or even kill him/her.
- 1.1.12. The contractor shall ensure that if a workman, in the course of his work, encounters condition of unusual hazard with which the worker is not familiar, he shall contact the supervisor for advice before proceeding further.
- 1.1.13. The contractor shall particularly ensure that the contractor himself or his workmen do not operate any equipment, if not authorized. The contractor shall not start the work without a written permit from the engineer or his authorized representative (ENCLOSURE -A).
- 1.1.14. The Contractor shall follow all special safety precautions issued by the Executing Authority or his site Engineer from time to time.
- 1.1.15. Whenever working at height is involved, the contractor shall adhere to IPSS:1-11-005-98 'Procedure for working at height for contractor's workers.

1.2. LEGAL AND PENAL

- 1.2.1. The contractor shall abide by the provisions of all statutory acts and rules as applicable.
- 1.2.2. The contractor shall be liable to follow all the rules and regulations laid down under law with respect to maintenance of Register & Documents, submission of Periodical Reports & Returns, furnishing information/report relating to accidents in time to competent authorities, damages to equipment and injuries to human beings occurring in the areas of work.
- 1.2.3. The contractor shall be liable for prosecution and penalty in accordance with and as prescribed under law of the land, terms & conditions of contract as well as rules of the Company relating to safety, for not observing those provisions by the

contractor or its employees/workmen.

- 1.2.4. The contractor shall keep the Company indemnified against all losses/claims due to accidents/injuries/damages caused at the contractor's works site. The contractor shall be fully responsible for accidents caused by him or his agents or his workmen's negligence/ carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries.
- 1.2.5. The Engineer or the Head of the Safety Department or their authorized nominees, upon their satisfaction that the Contractor is not conforming to the safety requirements, may direct stoppage of work and direct the contractor to remedy the defects or supply the facilities/equipment as the case may be. The contractor shall not proceed with the work until he has complied with such directions to the satisfaction of the Engineer/Safety Deptt.
- 1.2.6. The contractor shall be responsible to ensure that vehicles belonging to him are not driven in reckless or rash manner so as to become a potential threat to the safety of the traffic in the Mines area, Washery area or township area. The drivers of the vehicles shall be made to adhere to the speed limits wherever applicable. Failure to comply with the above may result in the termination of the contract.

In case of accident or injury or damages caused by the Contractor's vehicles or staffs to any persons or property, the financial responsibility to compensate shall be borne solely by the contractor and this amount may, at the discretion of the competent authority of the Mine, be recovered from the bills or security or other deposits of the Contractor.
- 1.2.7. The contractor shall ensure that all employees/workmen are covered under 'Workmen's Compensation Act'. He shall pay compensation to his workmen as and when the eventuality for the same arises.
- 1.2.8. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the Engineer or his representatives, Safety Engineer/officer & Labour Officer.
- 1.2.9. The Contractor shall enclose along with his first bill a true copy of the safety Induction Form (ENCLOSURE - B) duly certified by the Executing Authority regarding use of safety appliances, following of safety instructions and observance of all safety laws, failing which the bill will not be processed for payment.
- 1.2.10. Notwithstanding the above clauses, there is nothing in those to exempt the contractor from the operation of any other Act or rule in Republic of India for the safety of men and materials.
- 1.2.11. Without prejudice to the right conferred to the Employer for stoppage of work for violations of safety requirements, the contractor shall be liable, after written warning, for a penalty of Rs 1,000/- for the first violation and up to Rs 3,000/- for the second violation. For the third violation, the contractor shall be liable to be debarred from further contracts up to a period of one year from the date of issue of debarring notice. For low value contracts up to Rs 5 Crores, fine up to Rs. 25,000/- , for medium value of contracts from Rs. 5 Crores to Rs 10 Crores, fine up to Rs. 50,000/- and for high value contract above Rs. 10 Crores fine up to Rs. 1,00,000/-

at a time can be imposed by Employer I Executing Authority on defaulting contractors.

The Mines/Units where a system of penalty already exists are free to enforce any one of the two systems.

1.3.PPE & SAFETY APPLIANCES

- 1.3.1. The contractor shall provide all the PPE (Personal Protective/Equipment) and Safety appliances required to carry out the job to all the workmen deployed by the contractor and also ensure that his workmen use those PPE and safety appliances while on the job.
- 1.3.2. The standard of PPE and safety appliances supplied by the contractor must conform to any one of the following (in order of preference):
 - a) DGMS
 - b) IPSS
 - c) IS
 - d) As per advice and design by the Safety Deptt. of the Company.
- 1.3.3. Arrangements of supply of proper type of PPE and appliances shall be made by the contractor prior to the actual start of the job and Safety Deptt, of Company will physically check the same.
- 1.3.4. If at any stage, the contractor fails to provide proper type of PPE and safety appliances, the Company may procure and distribute the same as per requirement, with prior intimation to the contractor. In such case, the cost of items plus the other cost incurred on procurement shall be deducted from the bill of the contractor.

1.4. SITE CLEARANCE

- 1.4.1. Prior to commencement of work, the contractor shall obtain a clearance from the Safety Engineering Deptt of the Employer and concerned Deptt/Section of the Employer where the job is to be carried out. The Employer/Engineer shall not permit the contractor to commence the work unless contractor or its representative produces such clearance certificate. The department concerned shall grant such clearance after ensuring that :
 - a) The contractor or his chief representative has undergone Safety Awareness briefing with the Employer's Safety Engineering Deptt. In the preceding twelve months with respect to the awarded work.
 - b) The contractor's workers, identified for particular work/ department, have undergone basic / refresher Safety Training in the preceding five years.
 - c) The contractor has arranged PPE and safety appliances for himself and all his workmen, as required.
 - d) The Contractor possesses work permit issued by the Employer or Employer's representative for which the "Work Clearance Form" (ENCLOSURE - C) shall be filled-in in triplicate by the Contractor for record of:
 - i) Safety
 - ii) Department/Section of the Employer granting clearance and
 - iii) Contractor

- e) The contractor and his supervisors along with the contract document and job instructions received from the employer, will come to employer's Safety' Engineering Deptt. where the contractor will obtain Safety Rule Book for contractor and seek clarification, if any. The Contractor is not permitted to start the job without clearance from Employer's Safety Engineering Deptt.
 - f)The contractor shall possess handling equipment, tools and tackles of adequate capacity and tested quality.
- 1.4.2. The contractor shall obtain specific permission from the Engineer and Company's Safety Deptt. before commencing the following :
- a. Working in an operating plant
 - b. Working at height
 - c. Working in areas expected to have toxic/poisonous gases
 - d. Major site activity irrespective of the clearance already obtained
 - e. Wherever there are hazards of electricity, moving machinery etc.
 - f. Underground working
- 1.4.3. The executing Deptt. shall take necessary shutdown of operating Plant before commencement of job in that area.

1.5.SKILL & COMPETENCE OF WORKMEN

- 1.5.1. The contractor shall be responsible to engage competent and skilled workers.

1.6. PHYSICAL FITNESS OF WORKMEN

- 1.6.1. The contractor shall ensure that his employees/workmen subject themselves to such medical examination as required under the Jaw or under the Company's rules and keep a record thereof.
- 1.6.2. The Contractor shall not permit any employee/workman to enter the work area under the influence of alcohol.

1.7. DEALING WITH ACCIDENT

- 1.7.1. Any accident shall immediately be reported to Safety Officer/Mines official. All other procedure shall be followed as per Mines Act, Rules & Regulations.
- 1.7.2. The contractor shall not interfere with the site of accident, unless inspected and/or permitted by the competent authorities.
- 1.7.3. The contractor shall arrange to avoid any sort commotion at site in the event of an accident.

PERMIT TO WORK ON EQUIPMENT

I, _____, do hereby authorize Shri _____ And his workers of M/s _____ to work on (name & location of equipment/machine) from _____AM/PM on ____ (date) to _____ AM/PM on _____(date) .

I have taken all necessary precautions for the shutdown.

Signature
(Contractor/his representative)

Signature of Engineer _____

Name _____

Designation _____

Date _____

Copy to:

1. Contractor
2. Engineer
3. Office copy -for record

SAFETY INDUCTION FORM
Name of Mine/Unit

Safety Induction to the Contractor for starting a job

1. Name & address of the Contractor
2. Contract/Award Letter/Work Order No.
3. Name of Department awarding Contract
4. a) Probable date of starting job
b) Duration
5. Place & Nature of work
6. Name & Designation of supervisors

Departmental (1) (2)
Contractual (1) (2)
7. Necessary safety precautions explained
8. Safety appliances advised for usage
to the Workers

Safety Engineering Department

I have gone through the Safety Rules Book for Contractors and received a copy of the same. I shall follow all safety precautions/instructions given to me and shall be responsible for safety of my staff/employees/workmen.

Signature of the Contractor

Certified that requisite Safety Appliances are available with workers and Contractor is permitted to start the work.

Signature of Engineer

Certified that the requisite Safety Appliances are being used and safety precautions/measures are being adopted.

Safety Officer of Employer

Copy to:

1. Safety Department
2. Operation/Works Department
3. Contractor with one spare copy.

Name of Mine/Unit

WORK CLEARANCE FORM FOR CONTRACTORS

1. Name of contractor's firm with address :
2. Engaged by which Department :
3. Name of the Representative/Supervisor of the Contractor supervising the job :
4. Precise nature of work to be carried out /work order reference :
5. Precise location of work :
6. Proposed date & time of commencement of work :
7. Expected number of days required For the work :
8. Whether Contractor's worker's are To be engaged in G/A/B/C shifts and No. of people engaged :

A. I accept responsibility for ensuring that all men under my control shall observe the statutory safety requirements and follow the safety instructions of the mine.

Signed
Contractor

Date:

B. Certified that the Contractor has been engaged by us for the work described above.

[Certificate to be given by the Engineer]

Signed
Contractor

Date:

C. You are authorized to carry out the work described below:

[Certificate to be given by the Deptt/Section where work is to be carried out]

Signed
Contractor

Date:

NOTE: The form shall be filled-in in TRIPLICATE by the Contractor for the record of (i) Safety Engg. Deptt. (ii) Deptt/Section granting clearance (iii) Contractor

These certificates are not a substitute for the Electrical Permits and do not give permission to use masked lights or work in gas hazardous areas or enter closed vessels or for explosives, which shall be taken separately wherever required.

Letter of Acceptance

To
DGM (Marketing)
SAIL- Collieries Division
1, Stadium Road, Kulti

Through: M/s. Mjunction Services Limited
Ref.: Online Forward Auction vide Auction Notice No
DGM(M)/SJ/RC(D)/OFA/03 dt 01.04.2014

Dear Sir,

- (1) We are interested in participating in the Online Forward Auction notified vide your OFA No DGM(M)/SJ/RC(D)/OFA/03 dt 01.04.2014 for Sale of Segregated Jhama Ex-SAIL- Collieries, Ramnagore Colliery. We also agree to abide by all the instructions contained in the indicated Online Forward Auction Catalogue, General Rules and Regulations governed in Conduct of Online Auction, invitation to online forward auction notice, your special terms and conditions and your General Terms and Conditions for Sale of Material.
- (2) We agree to offer our best bid in Rupees per MT (excl. other charges like Sales Tax /VAT, Excise duty, TCS and all other applicable levies) on ex SAIL, Ramnagore Colliery basis, in the online auction process.
- (3) 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: _____