



SYNOPSIS OF CATALOGUE

FA Ref. Number	MKTG/FA/SCRAP(SV)/24-25/ (34004177) Date: 24-07-2024	Reference
FA Date	29-07-2024	Auction website – http://www.metaljunction.com/auction/auctionView
Auction Start Time	15:00 Hours	
Item Description	CDY Scrap - Small Value Materials on “As is where is” & “No Complaint” basis.	
Item Specifications	CDY SCRAP SV	ANNEXURE-A
Quantity & No. of Lots	As per lot list (Annexure-A)	ANNEXURE-A
EMD Amount & Last date of Submission	EMD- Rs.50,000/- (FIFTY THOUSAND) to be submitted for One time Participation. Last Date for Submission of LOI along with EMD Deposit Details is 26-07-2024 up to 05:00 PM . Customers interested in participating in the FA shall also have the option to furnish an interest free permanent EMD of Rs.2,00,000/- (Rupees Two Lakhs Only) *Please check new bank account detail for EMD submission which is available in “Profile” after the customer logs into www.metaljunction.com website using the user id and password.	ANNEXURE-E
Bidding Basis	Rs/UOM- AS PER ANNEXURE -A (Only basic price is to be quoted)	
Tax & Duties	“GST & OTHER CHARGES AS APPLICABLE”. TCS CHARGES APPLICABLE AS IN ANNEXURE-E	ANNEXURE-E
Security Deposit	S.D. @20% of the lot sale value exclusive of all GST	ANNEXURE-E
Payment Terms	Refer Annexure E for Details	ANNEXURE-E
Payment Date/Schedule	The customer has to make advance payments towards cost of material within 10 working days from the day following the date of Issue of Sale Order.	ANNEXURE-E
Forfeiture of EMD/SD	EMD will be forfeited in case of non-payment within 10 (TEN) RSP working days. Refer to Annexure-E, Clause-7 for further details.	ANNEXURE-E
Mode of Delivery	Mode of Delivery is ROAD	
Delivery Time	As per Annexure-E (See Clause No-4)	ANNEXURE-E
Inspection Time	9 AM - 5 PM on all working days.	
Auction Method	ENGLISH Auction: NO-TIE	ANNEXURE-E
Special Remarks	All participants should furnish their PAN/GST compulsorily for taking part in the auction.	
Lifting of materials	Bidders have to ensure lifting of the full quantity offered against the Lot/Tonne/Nos. and ensure vacation of the lot as applicable for further processing at marketing.	

	<ol style="list-style-type: none"> 1. In a step towards digitization RSP will send the Sale Orders only through email. 2. The H1 bidder has to lift the total SO quantity (Refer to Annexure-E, Clause-13 for further details) 3. Refer to Annexure-E for further details. please read it carefully. 4. "Refund amount (if any) payable to the customer, shall be through e-payment mode. Customers are to check the correctness of their Bank details (mentioned in the Sale Order). In case of any discrepancy of Bank details, the same should be brought to our notice immediately, failing which RSP shall not be responsible for any payment to the Bank account details mentioned in the Sale Order". 5. The customer has to be filled the payment details on their own in given link http://Quocent.sailrsp.co.in . Based on details entered on verification of payment, Release Order/Delivery Order will be created. Payment to be made within the period as stipulated in the sale order. 6. To get Online visitor Gate Pass using the link https://rspvisitorpass.sailrsp.co.in/rsp .First Time user need to sign up first and Existing users can directly login by using their user name and password. Forgot password option is also available for resetting the password.
<p style="text-align: center;">Contact Details</p>	<p>SAIL RSP Contact Person: Mr. Subash Mohanty (GM I/c -Mktg, SAIL, RSP) Ph: 0661-2447623</p> <p>MJ Branch Contact- 9875630811, 9937007336, 9937012698, 9007069765 For Registration & Training in MJ- 9147074862</p>
<p style="text-align: center;">Submit LOI at</p>	<p style="text-align: center;">rsploi@mjunction.in</p>

For further details please log on to: <http://www.metaljunction.com/auction/auctionView> Visit us at www.sailtenders.co.in

For further details, please go through the Terms & Conditions

HOD(Marketing), SAIL RSP

**STEEL AUTHORITY OF INDIA LIMITED
ROURKELA STEEL PLANT
ROURKELA-769011
MARKETING DEPARTMENT**

Sub: Sale of CDY Scrap through ONLINE FORWARD AUCTION

REF.No.: MKTG/FA/SCRAP(SV)/24-2 (34004177)

Date: 24.07.2024

1. The following materials are available for sale through Online Forward Auction to be conducted on 29.07.2024

SI No	Product Code Lot Number	S.No	Product Description Additional Info	Qty (MT)	UoM	Exc.App	Location	In st
.	.	.	.	.	.	.	.	No
1	11476 11058492	00000	SCRAP AND WASTE OLD/USED/REJECTED	40.000	TO		4320-Z016	01
		00002	DAMAGED PLASTIC TARPOLINE IN ALL COLOURS				ZO-16-164	
		00003	GST & TCS AS APPLICABLE					
		00004	CUSTOMER OUT SIDE ODISHA MAY PARTICIPAT.					
			IGST:18% SGST:9% CGST:9% TCS:1%					
.	.	.	.	.	.	.	.	No
2	11538 11058493	00001	SCRAP & WASTE OLD/USED/REJECTED/DAMAGED	30.000	TO		4320-Z006	01
		00002	PLASTIC POLYTHENE BAGS.				ZO-06-038	
		00003	GST & TCS AS APPLICABLE					
		00004	CUSTOMER OUT SIDE ODISHA MAY PARTICIPAT.					
			IGST:18% SGST:9% CGST:9% TCS:1%					
.	.	.	.	.	.	.	.	No
3	10056 11054051	00001	SCRAP WASTE OLD, USED, REJECTED BITUMEN	300.000	NO		4320-V410	01
		00002	DRUM IN 200 KG CAPACITY				V410-04	
		00003	THE MATERIAL FOR SALE ON "AS IS WHERE					
		00004	IS BASIS" BY DELIVRY DIRECTLY FROM TOWN					
		00005	ENGG. (CIVIL) THADANI STORE, SECTOR-16					
		00006	GST AND TCS AS APPLICABLE					
		00007	CUSTOMER OUTSIDE ODISHA MAY PARTICIPATE					
			IGST:18% SGST:9% CGST:9% TCS:1%					
.	.	.	.	.	.	.	.	No
4	10056 11058362	00001	SCRAP AND WASTE EMPTY FLUX DRUMS 200 KG.	200.000	NO		4320-Z027	01
		00002	CAPACITY. ALL MAKES AND BRANDS.				ZO-27-514	

SI No	Product Code Lot Number	S.No	Product Description Additional Info	Qty (MT)	UoM	Exc.App	Location	In st No
.		00003	WITH/WITHOUT LID.					
		00004	GST & TCS AS APPLICABLE					
		00005	CUSTOMER OUT SIDE ODISHA MAY PARTICIPAT.					
		IGST:18%	SGST:9%	CGST:9%	TCS:1%			

2. Terms & Conditions :

The bidders must quote their rate on per unit basis exclusive of GST and other charges. Price should be quoted both in words and figures.

All other terms and conditions shall be as per our general terms and conditions of sale through online forward auction.

(*Note: the quantity given against the different lots are only indicative.

1. Parties are requested to furnish their bank account details i.e. Their bank account number, bank name & address. Parties may also give their e-mail address along with the letter of interest to m/s. Mjunction services limited. The above details are necessary in case of refunds etc.

2. Parties are also requested to furnish their GSTIN numbers alongwith the letter of interest to m/s. Mjunction services limited. The above details are of utmost importance.

3. PAN number is to be provided by the customers. In case PAN is not available for any customer, Rs.10,000/- extra shall be payable along with value of material, which will be kept as additional security and shall be refunded as & when pan no. Is submitted by the customer.

4. The sale is on 'As is where is' & 'No complaints' basis.

Cc to : 1. Notice board of RSP Marketing Department : All valued customers are requested to contact M/s Mjunction services Ltd., Rourkela/ Kolkata offices for further details.

HOD Marketing, SAIL-RSP

ANNEXURE-B

LETTER OF INTEREST

To,

GMI/C, (Mktg)
Steel Authority of India Limited
Rourkela Steel Plant

Dear Sir,

1. I/We/M/s. _____ **RSP Party Code** _____
and **mJUNCTION VIRTUAL ACCOUNT NUMBER** _____ are interested in participating in the online Auction Forward Auction to be held on **29-07-2024** notified vide your notice no. **MKTG/FA/SCRAP(SV)/24-25/(34004177)**.

2. We are hereby submitting an EMD of Rs. _____ /- Vide reference No _____ Dt. _____

Beneficiary Name	MJUNCTION SERVICES LIMITED
Bank Name	HDFC BANK LTD
Branch Name	Sandoz Branch, Mumbai
Account No	Explained below *
IFSC Code	HDFC0000240

***All the customers will have a unique account number. The unique account number is an alpha numeric code consisting of 13 characters. The Customer's unique "account number" is a combination of the MJ' SAP code along with the 7 digit bidder SAP ID and can be used as reference for all subsequent transactions. The Customer's Account Number detail is available in "Profile" after the customer logs into our website using the user id and password. Participation to E-Auction is subject to realization of EMD submitted by the customers to their respective virtual account number of Mjunction Services Limited prior to auction.**

3. We confirm that we have gone through the Guidelines on Banning of Business Dealings (effective from 01.01.2022) and updated from time to time (if any) available on SAIL / Metal junction's website : https://sailtenders.co.in/STDocs/Guidelines_on_Banning_of_Business_Dealings_Effective_from_01_01_2022.pdf. We further confirm that same shall be binding / applicable on us.
4. We agree to abide by all the instruction/directions contained in the above indicated mode of online forward auction notice in TOTO (NIT, All Annexures, SAIL GTC-SA 2017 & Guidelines on Banning of Business dealing) available on SAIL/ mJunction website/FA catalogue.
5. I / We understand that my / our bid in an e-auction event would be construed as my / our acceptance in line with above conditions as agreed in Point No. 3 & 4 and the general Rules and Regulations governing conduct of online Forward Auctions (Annexure C). I / We understand that if our bid is accepted by the mJunction Services Ltd, and approved by SAIL, I / We are obliged to complete the transaction.
6. We further confirm that none of our Director, Owner, Proprietor, Partner and /or Officials of the agency is convicted by a Court of Law for offences involving moral turpitude in relation to it's business dealing with government or any other public sector enterprises or SAIL, during last five years preceding date of forward auction / sale event or during execution of sale order.
7. We undertake that we will not cartelize / collude with other bidders / firms while taking part in the bidding / sale process.
8. We further confirm that, we are not presently banned in any SAIL units / PSUs / Govt organizations, as on date.
9. Any document / declaration is found to be false or incorrect at any stage, we undertake to compensate SAIL, RSP for any loss that may arise on this account besides other action which SAIL, RSP may take against us legally / contractually.
10. I / We agree that we have been provided training by mJunction Services Ltd., in order to participate in Online Tender / Forward Auctions.
11. I / We request mJunction Services Ltd to allot User – id and Password to me / us and activate the same to participate in the above mentioned online tender/ forward auction.

12. I / we agree that I / we shall change the Password on receipt by me / us and keep it confidential. I /We agree that MJunction Services Ltd shall not be held responsible in any way for any losses that may be suffered by me / us as a result of disclosure of the Password to any other person by me.
13. I / We understand that my / our inability to participate in an e-auction event due to disruption of my / our internet services, or due to bandwidth problems with my / our local internet are beyond the control of the MJunction Services Ltd
14. In the event of any failure on our part to comply with all or any of the Terms & Conditions regarding the online tender/forward auction. I / We irrevocably agree for the forfeiture of our earnest money deposit and security deposit (as applicable).
15. This is to undertake that while participating in this tender or the execution of the contract thereafter, we shall not give or take, any financial or non-financial bribe, to or from anyone and if we notice any such incident happening, we shall report it to SAIL Vigilance.
16. We hereby confirm and declare that we have not made any alterations or modifications to the wording or format of the LOI as specified in the F.A. Catalogue, which we have submitted. However, in the event that it is discovered at a later date that the wordings or format of the LOI have been changed or reworded, deviating from the format provided in the F.A. Catalogue, we pledge to indemnify SAIL RSP for any losses incurred as a result.
17. Furthermore, we acknowledge that SAIL RSP retains the right to pursue any necessary legal or contractual actions against us in such an instance
18. We are providing the following details to you:-

- | | | |
|--|---|-------|
| a) Name of the contact person on our behalf | : | _____ |
| b) Our contact Telephone No | : | _____ |
| c) Our contact FAX No | : | _____ |
| d) Our contact E-Mail particular | : | _____ |
| e) Bank Name | : | _____ |
| f) Branch Name & Address | : | _____ |
| g) Branch Telephone no | : | _____ |
| h) 9 digit code number of the branch | : | _____ |
| i) Account type | : | _____ |
| j) Ledger No / Ledger folio no | : | _____ |
| k) Account no | : | _____ |
| l) Other documents required by the plant / Unit, if any | : | _____ |
| m) Permanent Account Number (PAN) | : | _____ |
| n) TIN No. | : | _____ |
| o) ECC No | : | _____ |

Consignee Address : _____ _____ _____

Billing Address : _____ _____ _____

Yours faithfully

Signature of Authorised Person :

Name of the person signing :

For M/s. _____

(With Company's Seal.)

Customer Code Creation Request Letter for RSP

(IN COMPANY LETTER HEAD)

Date:

TO
HOD(MKTG)
SAIL ROURKELA STEEL PLANT

Dear Sir,

We are providing the following details of ourselves to participate in Online Forward Auction of _____

1	SAP CODE FROM ANY SISTER PLANT OF SAIL/BSO:	
2	CUSTOMER (COMPANY) NAME:	
3	CUSTOMER (COMANPY)ADDRESS FOR BILLING:	
4	ORGANISATION TYPE: GOVT / PSU / PVT / RLY /IPT/SUBSY/TRADERS	
5	NAME OF THE CONTACT PERSON AND DESIGNATION:	
6	CONTACT DETAILS (MOBILE):	
7	NAME OF THE DIRECTOR/DIRECTORS AND CONTACT NUMBER:	
	<u>Name</u>	<u>Contact Number</u>
	1	
	2	
	3	
	4	
8	E -MAIL ID:	
9	PAN NO:	
10	GST NO OF CUSTOMER:	
11	ANY OTHER INFORMATION:	

We would like to participate in Online Forward auction through metal junction, we request you to create Customer code for our firm/company along with e-payment activation.

We have attached below documents for your use.

1. GST Certificate (3 Pages)
2. Pan Card
3. Cancelled cheque (Original)
4. Bank e-Mandate Form (Original Copy, Singed & Stamped by Bank with date)

Thanking You,

Yours Faithfully

Signature with Company Stamp

MANDATE FORM

(to be submitted on Firm's Letter Head for enabling e-payment)

To:

Date-

The HOD (Marketing)
SAIL, Rourkela Steel Plant,
Rourkela – 769011

Sub: Mandate for getting payment through electronic mode i.e. EFT/RTGS/NEFT

Dear Sir,

We are hereby giving our consent to get all our payments due from SAIL, Rourkela Steel Plant through electronic mode i.e. EFT/RTGS/NEFT.

(Please furnish the information in capital letter)

- 1) Name of the Vendor: _____
2) Address of the Vendor: _____

_____ Pin Code: _____
IT PAN: _____ Email ID: _____
Tel. No.: _____ Fax No: _____

Bank Particulars:

- a) Bank Name: _____
b) Branch Name & Address: _____
c) Account No.: _____
d) IFS Code: _____

We hereby declare that the particulars furnished are correct and complete. If any transaction has been delayed or not credited to your account due to incomplete/incorrect information/any other technical reasons, SAIL, Rourkela Steel Plant will not be held responsible.(In the above circumstances Rourkela Steel Plant will make all effort to sort out the issue.)

Enclosures:

1. Cancelled Cheque in original (with firm's name & A/c. No. pre-printed).
2. Self Attested copy of PAN Card.

Signature of the Vendor with seal

For Bank Use:

Certified that the bank particulars furnished are correct as per our record.

Signature of the Banker with seal

ANNEXURE- C
GENERAL RULES AND REGULATION GOVERNING CONDUCT OF ONLINE TENDER/ AUCTIONS ON THE
“SERVICE PROVIDER” PLATFORM

1	INTRODUCTION	<p>This mode of Online Tender/Forward Auction is being conducted for Rourkela Steel plant, Steel Authority of India (Hereinafter referred as the “Client”) on the Auction Platform of mjunction services ltd (Hereinafter referred as “Service Provider”).</p> <p>The General Rules and Regulations provided herein govern the conduct of online Forward Auctions arranged by “Service provider” on its Auction Platform. These rules cover the Roles & Responsibilities of the parties in the online Forward Auctions on the Auction Platform. Acceptance in-to these General Rules and Regulations governing conduct of online auctions and Terms and Conditions for Sale of Materials by auction of Rourkela Steel Plant is a pre–requisite for securing participation in the online auctions.</p> <p>The key terms pertaining to the online Forward Auctions are provided in the “Annexure-D”. Prospective bidders are advised to read through the same.</p>
2	ROLE OF “SERVICE PROVIDER”	<ol style="list-style-type: none"> 1. “Service Provider” is the agency (operator) primarily providing the service of the Forward auction to the “client”. 2. Finalization of the auction items in consultation with the client. 3. Defining of bidding rules for each auction in consultation with the client. <ol style="list-style-type: none"> a. Enhancing bidder awareness of and comfort with the auction mechanism and bidding rules. b. Input of the Auction items and defining the bidding rule in the auction engine. c. Enlarging the customer base by introducing new bidders. d. Collection of EMD, Letter of Interest etc. from the willing bidders and forwarding the same to the Client. e. Providing access to the approved bidders to participate in the Auction. f. Summarizing the Auction proceedings and communicate the outcome to the Client. <p>The responsibility of fulfillment of the contract rests between the bidders and the client and the responsibility of the “Service Provider” shall be restricted to the extent of the services provided by them.</p>

3	ROLE OF BIDDER	<p><u>The role of the bidder is outlined below:</u></p> <ol style="list-style-type: none"> 1. The bidder would participate in the auction with the aim of bidding to secure the auctioned item in the auction 2. The bidder would be provided access to the Auction through an “User ID” protected by a “Password”. The bidder needs to ensure that the “User ID” and “Password” is not revealed to unauthorized persons. Bidders are also requested to change the password to keep their confidentiality. However, it would be bidder’s sole responsibility to ensure the security and privacy of the same and he/they would not hold the “Client” / “Service Provider” responsible in any manner whatsoever for any misuse of these user IDs and/or Password. Access to the auction mechanism shall be provided to all the approved bidders subsequent to obtaining their written consent to the General Rules & Regulations and the Letter of Interest. Payment of Earnest Money Deposit (EMD) as decided by the client before the start of the Forward auction will be one of the necessary conditions for participating in the auction. 3. Bidders hereby confirm that they shall commit to lift the item (being bid for) at the price entered by them in the auction engine AND at the terms and conditions specified herein by the Client. All Prices entered shall be legally binding on the bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honor the bids placed during online bidding shall render the bidders liable for penal action as deemed fit by “Client” / “Service Provider”. 4. In the event of winning an allotment in the auction mechanism, the bidder shall commit to fulfill outlined obligations under the contract. 5. The bidders shall bid on the terms specified by the client & place their bid in the auction engine in the manner specified by “Service Provider”. The bidders shall not stipulate any conditions on their own unless the terms of the client (the client’s terms & conditions) expressly permit such conditions being stipulated by the bidder. Bids entered with conditions attached shall be considered Conditional bids & “service provider” retains the right of rejecting these bids even without intimating the client.
4	BIDDING RULES	<p>The Bidding Rules refer to the information and terms defined specifically for a particular auction. The purpose of the Bidding rules is to provide approved bidders with the information and terms specific to the auction in which they are bidding. This would include:-</p> <ul style="list-style-type: none"> • Definition of the unit bidding- • Start Time and duration of the auction- • Any extension of the duration of the auction in the event of bids being received towards the end of the pre-specified duration- • Start Bid Price- • Specified Unit for Bidding- • Price Increments and any reduction in the price increment in the auction in the event of inactivity- • Other attributes (informational/non-negotiable in nature) <p>While it shall be the endeavor of “Service Provider” to specify these rules at the earliest for each online auction, the “Service Provider” shall retain the right to delay the announcement of these biddings rules or modify rules specified earlier at the time of the online bidding. These details would be available to the bidders on the Auction Engine at the time of bidding.</p> <p>Participation in the auction process presumes complete awareness & understanding of the bidding rules.</p>

5	<p style="text-align: center;">CONDUCT OF THE AUCTION</p>	<p>Only those bidders who have been approved by the “Client” and handed over stamped and manually signed “General Rules and Regulations governing conduct of online auction along with Letter of Interest, required EMD amount and other necessary documents to the “Client”/ “Service Provider” prior to the start of online auction will be given “Login ID” & “PASSWORD” to enable them view and participate in online auction.</p> <p>The Auction shall be conducted on pre-specified date. The Key Terms pertaining to the conduct of Auction such as “START TIME”, “DURATION”, “END TIME” & “AUTO EXTENSION FACILITY” Shall be specified separately for each Auction. “Service provider” retains the right to cancel or reschedule the auction, with the approval of the Competent Authority of the Client, on any of the following reasons:-</p> <ul style="list-style-type: none"> • The number of confirmed bidders is deemed insufficient to conduct the auction. • Some of the confirmed bidders are unable to access the module due to infrastructure problems such as sustained power failure or telecommunication breakdown. • There are no bids, which are equal to or below Start Bid Price. • Any other reason which in the opinion of “Service Provider” / “Client” requires such action to be initiated. <p>The duration of auction may also vary from the pre-specified period of time either on account of termination of the auction by “Service Provider” on the advice of the Client.</p> <p style="text-align: center;">Or</p> <p>In case of situations where it is felt that continuance of the auction proceedings is prejudicial to the smooth conduct and / or the integrity of the auction process.</p> <p style="text-align: center;">Or</p> <p>Due to Auto Extension during the Auction, duration may increase from specified period.</p> <p>In the event of any problems being faced in the smooth conduct of the auction, “Service Provider” with the approval of the Competent Authority of the Client, shall have the right to undertake one or more of the following steps:</p> <ul style="list-style-type: none"> • Cancellation/ premature termination of the auction with/ without a subsequent rerun of the auction on a mutually decided date. • Cancellation of a bid. • Locking / deactivate a bidder’s account (suspension of operations in the account), etc. <p>In case of failure of net connection, bidder will give his best price to the “Service Provider”. “Service Provider” will bid on behalf of the bidder with the minimum increment until the bid price reaches the best price offered by the bidder, by proxy bidding mechanism.</p> <p>The best price communicated by the bidder will have to be authenticated by written confirmation or fax to the “Service Provider” and will be kept confidential between the “Service Provider” and the bidder. Bidder will be bound by the price offered.</p>
6	<p style="text-align: center;">LIABILITY OF “SERVICE PROVIDER”</p>	<p>“Service Provider” shall not be liable to the client/ bidders participating in the auction or any other person(s) for:</p> <ul style="list-style-type: none"> • Any breach of contract by any of the parties in the fulfillment of the underlying contract. • Any delays in initiating the online auction or postponement / cancellation of the online auction proceedings due to any problem with the hardware / software / infrastructure facilities or any other shortcomings. <p>While, reasonable care and diligence will be taken by “Service Provider” in discharge of its responsibilities such as design of the online bid, communication of bid details and rules, guidance to client/ bidders in accessing the Auction Engine and placing bids, etc. the bidders shall specifically indemnify “Service Provider” from all liabilities for any shortcomings on these aspects. It is clearly understood that these activities are undertaken by “Service Provider” to assist the bidders in participation but the ultimate responsibility on all these counts lies totally with the bidders.</p>

7	RIGHT OF THE CLIENT	The Client reserves the right to partially or totally accept or reject any / all bids placed in the Online Auction without assigning any reason whatsoever. The decision of the client would be final and binding on the bidder in any such case.
8	CONFIDENTIALITY CLAUSE	"Service Provider" undertakes to handle any sensitive information provided by the client or confirmed bidders for the auctions conducted with utmost trust and confidentiality.
9	JURISDICTION	Any disputes relating to the online auction module shall be subject to the sole jurisdiction of Court of Law having jurisdictions over the Plant from where the materials are being sold.

Signed in acceptance of the above terms and conditions

Name:

Signature

Designation of signatory

Date

Place

Telephone / FAX no.

ANNEXURE- D
DEFINITION OF KEY TERMS

1	AUCTION	Auction refers to a forum where the requirement for one/more lots of an item is stated and the participants (bidders) are required to bid down the price to be selected to supply the requirement.
2	ONLINE AUCTIONS	Online auctions refer to those auctions conducted through the internet with the bidders (from one or more locations) simultaneously bidding to be selected for supplying the item/s on auction. In other words, the venue for the auction is on an Internet website/ platform. The "Service Provider's" website assigned by "Service Provider" would constitute venue for the purpose of the online auction.
3	AWARD AT THE AUCTION	In a single winner format, only one bidder (normally the bidder who quotes the highest price) is awarded all the units of the item being auctioned. The bidder quoting the highest price is normally allotted the item.
4	CLIENT	Client is the individual/business entity who has contracted "Service Provider" to conduct such auction. In case of auction, the purpose would be the genuine intent to sell the selected item/s (Lot) to the bidders desiring to buy these items from the Client.
5	BIDDER	Bidder is the individual/business entity participating in the auction, intending to buy the item/s from the Client. To become a Bidder in the auction, a business entity has to secure client approval for participation and also provide written assent to the General Rules and Regulations
6	AUCTION ENGINE	Auction Engine refers to the software that encapsulates the entire auction environment, processing logic and information flows. "Service Provider" is the sole owner of the auction engine and retains exclusive right over the utilization of the same.
7	TIMINGS OF THE ONLINE BID	All the timings of the Online Bid shall be based on the time indicated by the Server hosting the Auction Engine. It shall be the endeavor of "Service Provider" to ensure that the Server Time reflects as closely as possible the Indian Standard Time (IST) i.e., GMT + 0530 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Auction Engine (launch, operation, and closure) would be guided by the Server Time. Bidders are advised to refresh both the windows of the Auction Module check the exact Server Time (displayed in both the windows).
8	PREVIEW TIME	Preview Time refers to the period of time that is provided prior to the commencement of bidding. This is to facilitate approved participants to view the auction details such as item specifications, bidding details and bidding rules. The purpose is also to familiarize participants with the functionality and screens of the auction mechanism. It is not mandatory for "Service Provider" to provide Preview Time.
9	START TIME	Start time refers to the time of commencement of the conduct of the online auction. It signals the commencement of the Price Discovery process through competitive bidding.
10	DURATION OF THE AUCTION	It refers to the length of time the price discovery process is allowed to continue by accepting bids from competing bidders. The duration of the auction would normally be for a pre-specified period of time. However, the bidding rules may state the conditions when the pre-specified duration may be curtailed/ extended. The conditions include: <ul style="list-style-type: none"> • Curtailment of auction duration in the event of no bids for a specified period of time (Inactivity Time). • Automatic extension in the event of bids being entered towards the end of the scheduled duration to facilitate the other bidders to view and react to the bid.
11	AUTO EXTENSION OF THE AUCTION TIMINGS	In the event of bids in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are placed for the specified period (Engine remains inactive for the specified period). The Inactivity Time for Auto Extension purpose is normally X minutes. "Service Provider" however retains the right to change the same. The Inactivity Time applicable for the particular Online Bid shall be visible to the bidders under the Bidding Rules module on the engine.

12	END OF THE AUCTION	End of the Auction refers to the termination of the auction proceedings signaling an end to the price discovery process.
13	AUCTION REPORT	"Service Provider" would provide an Auction Report to the Client containing a summary of the auction proceedings and outcome. The Auction Report would constitute the official communication from "Service Provider" to the client about the outcome of the Auction.



STEEL AUTHORITY OF INDIA LIMITED
ROURKELA STEEL PLANT

ANNEXURE E

ONLINE FORWARD AUCTION NOTICE

TERMS & CONDITIONS FOR CDY PRODUCTS FROM PLANT THROUGH ONLINE FORWARD AUCTION

1	<u>MATERIAL DESCRIPTION</u>	<p>Steel Authority of India Limited- Rourkela Steel Plant intends to sell items/material as mentioned in the Annexure-A of the Catalogue, Ex- RSP Works on “AS IS WHERE IS AND NO COMPLAINT BASIS” basis by Online Forward Auction.</p> <p>The bidders/ Customers are advised to in their own interest physically inspect the offered lots/material at RSP site thoroughly and satisfy themselves fully before submission of their bids on- line. SAIL, RSP shall not be responsible or liable for any error of Judgment or bids put by bidders based on the material description.</p> <p>No guarantee whatsoever regarding quality, description, present or future condition of the material at the time of supply and or its fitness for any specific purpose can be given by RSP. No complaint shall be entertained by RSP.</p> <p>The sale is exclusively meant for the materials stated in the auction notice and specifically precludes any other items found along with the material described above or found in the vicinity or its area which in the opinion of the concerned department or his authorized representative, do not form part of the items to be sold. The decision of the concerned department will be final in this regard.</p> <p><i>*Note Material specification, if any given in the Catalogue is indicative only.</i></p>																
2	<u>RATE</u>	<p>Rate is to be quoted in Rs. per UNIT of material separately for each lot. The rate should be quoted on ex- RSP Works basis and exclusive of GST and other charges & levies which will be charged extra as per rules applicable on the actual date of delivery of the material.</p> <p>SAIL, RSP reserves the right to accept or reject any or all the bids or to allot the materials in any manner deemed fit and this decision shall be final.</p>																
3	<u>VALIDITY OF PRICE BID</u>	<p>The Rates quoted should be valid for minimum 30 days from the date of Online Forward Auction for acceptance by the company.</p>																
4	<u>CONTRACT VALIDITY</u>	<table border="1"><thead><tr><th data-bbox="427 1434 683 1514">Item /Material</th><th data-bbox="683 1434 1382 1514">Contract Validity/Delivery Period (Days below are RSP Working days)</th></tr></thead><tbody><tr><td data-bbox="427 1514 683 1598">CDY SCRAP (HV)</td><td data-bbox="683 1514 1382 1598">Battery - 30 days, Conveyor Belt - 45 days, CGI Sheet/MS Scrap - 60 days, CI/Steel Rolls - 90 days</td></tr><tr><td data-bbox="427 1598 683 1640">CDY SCRAP (SV)</td><td data-bbox="683 1598 1382 1640">Wood Items - 45 days and Other items - 30 days</td></tr><tr><td data-bbox="427 1640 683 1682">CDY SA (HV)</td><td data-bbox="683 1640 1382 1682">30 days</td></tr><tr><td data-bbox="427 1682 683 1724">CDY SA (SV)</td><td data-bbox="683 1682 1382 1724">30 days</td></tr><tr><td data-bbox="427 1724 683 1766">ZINC</td><td data-bbox="683 1724 1382 1766">All Zinc Items 30 days</td></tr><tr><td data-bbox="427 1766 683 1808">Oil Sludge /Waste Oil</td><td data-bbox="683 1766 1382 1808">30 days</td></tr><tr><td data-bbox="427 1808 683 1850">Others</td><td data-bbox="683 1808 1382 1850">30 days</td></tr></tbody></table>	Item /Material	Contract Validity/Delivery Period (Days below are RSP Working days)	CDY SCRAP (HV)	Battery - 30 days, Conveyor Belt - 45 days, CGI Sheet/MS Scrap - 60 days, CI/Steel Rolls - 90 days	CDY SCRAP (SV)	Wood Items - 45 days and Other items - 30 days	CDY SA (HV)	30 days	CDY SA (SV)	30 days	ZINC	All Zinc Items 30 days	Oil Sludge /Waste Oil	30 days	Others	30 days
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EARNEST MONEY DEPOSIT(EMD)

Customers willing to participate in the auction should submit EMD as detailed below. EMD submitted is adjustable towards SD/Cost of material for the successful bidder.

Product wise EMD amount :

Item /Material	EMD amount
CDY Scrap HV/Small Asset HV & Zinc	Rs. 1,00,000/-
CDY Scrap SV/Small Asset SV	Rs. 50,000/-
Oil Sludge /Waste Oil	Rs. 50,000/-

Mjunction Services Limited shall facilitate the collection of EMD on behalf of SAIL, RSP.

Beneficiary Name	MJUNCTION SERVICES LIMITED
Bank Name	HDFCBANKLTD
Branch Name	Sandoz Branch, Mumbai
Account No.	<u>Explained Below*</u>
IFS Code	HDFC0000240

*All the customers will have a unique account number. The unique account number is an alpha numeric code consisting of 13 characters. The Customer's unique "account number" is a combination of the MJ' SAP code along with the 7 digit bidder SAP ID and can be used as reference for all subsequent transactions. The Customer's Account Number detail is available in "Profile" after the customer logs into Mjunction website using the user ID and password.

Please Note that participation to E-Auction is subject to realization of EMD submitted by the firms to their respective virtual account number of Mjunction Services Limited one day prior to auction.

In the event of award of sale, EMD will be adjusted towards SD and material advance for the successful bidder.

It is not possible to adjust EMD from any other sum of money due from the plant, on account of any pending receivables, security deposit or EMD paid towards another Forward Auction.

Permanent EMD– (applicable for auctions in which EMD amount to be paid is less than the permanent EMD deposited)

Customers interested in participating in the FA shall also have the option to furnish an interest free permanent EMD of **minimum Rs. 200,000/-** (Min Rupees Two Lakhs Only). Customers interested to avail this facility shall have to pay the Permanent EMD amount in Favour of Rourkela Steel Plant (A/c. No – 10607498956 (Current A/c.), SBI, Commercial Branch, NEFT/IFS Code SBIN0009678 in the form of RTGS/NEFT). The proof of payment along with the Letter of Interest in the format given at Annexure-B is to be submitted to Marketing Department, Rourkela Steel Plant, 4th Floor, Administrative Building, Rourkela-769011.

6	<p><u>SECURITY DEPOSIT</u></p>	<p>FOR CDY SCRAP (HV), CDY Small Asset (HV) and ZINC: Successful bidder will have to deposit S.D. @5% of the lot sale value exclusive of all GST and other charges as applicable for the total lot quantity awarded to them in the F.A. within 10 (Ten) working days from the day following the date of issue of Sale Order.</p> <p>FOR CDY SCRAP (SV), CDY Small Asset (SV) and Oil Sludge /Waste Oil: Successful bidder will have to deposit S.D. @20% of the lot sale value exclusive of all GST and other charges as applicable for the total lot quantity awarded to them in the F.A. within 10 (Ten) working days from the day following the date of issue of Sale Order.</p> <p>After full receipt of S.D., advance payment & freight if any, Delivery Order (D.O.) will be issued for dispatch of material.</p> <p>Customer to pay Security deposit against all the Sale Orders pertaining to a particular FA at first. Only after receipt of SD for all Sale Orders of a particular FA any RO/DO shall be issued, subject to fulfillment of payment terms.</p> <p>In case of excess quantity at the end of dispatch of a particular SO, total material value for the excess amount can be first adjusted with the available SD (for the subject SO). After adjustment balance payment if any to be made by the firm separately and subsequently RO and DO quantity to be enhanced manually.</p> <p>The S.D. amount shall be refunded after successful completion of the Sale Orders</p>								
7	<p><u>PAYMENT TERMS</u></p>	<p>The customer has to make advance payments towards cost of material within 10 working days from the day following the date of Issue of Sale Order.</p> <p>If a customer fails to make full payment within 10working days, the management may at its option cancel the sale relating to the lot(s) forfeiting the Security Deposit amount (as applicable), without issuing any prior notice to the bidders & such lots will be re-auctioned thereafter. The customer will additionally be debarred for 1 Month from participating in further FAs. After this period is over, the customer can deposit fresh EMD and participate.</p> <p>The numbers of Working days (for computation of last date of payment) shall exclude Sundays, RSP Office Holidays and 2nd and & 4th Saturdays.</p> <p>The office holidays" list of RSP shall be final and binding for all purposes. No interim extension of payment dates would be considered by RSP hereafter, except in case of force majeure circumstances and Bandh/Strike/Bank Holiday at Rourkela only, and that too, only when such an eventuality takes place on the last date of payment.</p> <p>The deposit for all sums of money will be accepted through e-payment mode (NEFT / RTGS). For e-payment, the a/c details of Rourkela Steel Plant are as given below:</p> <table border="1" data-bbox="500 1604 1317 1766"> <tr> <td>Account No</td> <td>10607498956</td> </tr> <tr> <td>Bank Name</td> <td>State Bank of India</td> </tr> <tr> <td>Branch Name</td> <td>Commercial Branch, Main Road, Rourkela</td> </tr> <tr> <td>IFS Code</td> <td>SBIN0009678.</td> </tr> </table>	Account No	10607498956	Bank Name	State Bank of India	Branch Name	Commercial Branch, Main Road, Rourkela	IFS Code	SBIN0009678.
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		<p>Upon transfer of amount, the UTR No. (Unique Transaction reference no) and payment detail may be filled against the Sale Order in the quocent system. Link given below: http://Quocent.sailrsp.co.in.</p> <p>Based on details entered on verification of payment, Release Order/Delivery Order will be created. Payment to be made within the period as stipulated in the sale order.</p> <p>However in case Quocent system is not working due to technical issues, manual entries shall be allowed and HOD Marketing shall be competent authority to take final call on technical glitches and shall be binding on Customer) In case of Manual entry the following will be applicable:</p> <ul style="list-style-type: none"> • The customer has to ensure the creation of Release Order (R.O.) against their issued Sale Order(s) within 3 working days after the last day of payment. If the customer fails to do so, it will be deemed that payment has not been received against their Sale Order(s). In such case, the Sale Order(s) will be cancelled without any further intimation to the customer along with forfeiture of Security Deposit (S.D.) and necessary action will be taken as per the terms & Conditions of the FA". • The customer / authorized representative shall be responsible for collecting the JV from Cash Section and issuance of Release Order (RO) from Finance; after making the payment. After issuance of the RO, the customer / authorized representative to report at Marketing department for issuance of Delivery Order(DO) • The bidder who has signed the LOI is required to sign the release order / delivery order. If this is not possible and if the bidder desires to take delivery through his authorized representative, he must authorize the latter by a letter of authority which shall be presented to the appropriate management. The letter of authority shall bear the specimen signature of the authorized representative duly attested by the successful bidder. The management may in its entire discretion decline to act on any such authority and it shall be in all cases for the purchaser to satisfy the stockholder that the authority is genuine. Delivery by proxy will be at the customers sole responsibility & risk and no claim shall lie against the management on account, whatsoever, if delivery is effected to the wrong person.
8	MULTIPLE CONSIGNEES	<p>Consignee code detail and authorized representative detail to be filled by the customer against each SO in the Quocent system. This information will flow in the SAP system for creation of DO. No hard copy for authorization and consignee change will be required. Maximum 3 consignees will be allowed against any particular SO.</p> <p>In case of manual entry of consignee details the firm needs to give a request in company letter head or from registered email ID, stating the Consignee and representative details.</p>

<p>9</p>	<p><u>DELIVERY ORDER</u></p>	<p>After full receipt of S.D. and 100 % advance payment of total Sale Order Value (including cost of material , all taxes and other charges), Delivery Order (D.O.) will be issued for the entire lot to the authorized representative of bidder for lifting the material in case of ROAD Delivery.</p> <p>The customer shall have to lift the material as per terms within the validity period allowed in the Deliver/ Sales Oder, failing which the Deliver/ Sales Order will be cancelled and necessary action will be taken as per FA terms.</p> <p>No pick & choose will be allowed. Material shall be lifted by the successful bidder under supervision / presence of the concerned executing dept and CISF Personnel.</p> <p>In case the failure / delay in delivery of material is not attributable to the customer, the validity of delivery period will be extended or the cost of leftover material shall be refunded as per recommendations of RSP management.</p> <p>The bidder who has signed the LOI is required to sign the release order / delivery order. If this is not possible and if the bidder desires to take delivery through his authorized representative. Bidder may take delivery through his authorized representative. By providing the representative detail against each SO in the Quocent system. This information will reflect in the DO created.</p> <p>The RSP management may in its entire discretion decline to act on any such authority and it shall be in all cases the responsibility of the customer to satisfy RSP management that the authority is genuine.</p> <p>Delivery by the authorized representative will be at the customer's sole responsibility & risk and no claim shall lie against the management on account, whatsoever, if delivery is effected to the wrong person.</p>
<p>10</p>	<p><u>TAXES & DUTIES</u></p>	<p>Taxes, duties and levies as applicable on the date of dispatch of material, shall be charged Extra. The amount of GST as applicable/assessed for the supplied under sale offer shall be paid in advance by the customer in addition to the basic price quoted for the lot.</p> <p>The applicability of GST on the supplies is determined on the basis of nature of transactions. For instance, goods loaded on board for movement outside (ship to) the State of Odisha would attract CGST and SGST if the customer (Bill to) is located in the state of Odisha. Similarly IGST would be chargeable if the customer (Bill to) is located outside the State of Odisha even if the goods are loaded on board for movement within (ship to) the State of Odisha. Chargeability of IGST or CGST & SGST would depend upon the declaration (Bill to & ship to) as made by the Customer. Suitable undertaking has to be provided by the Customer in this regard.</p> <p>In the event of any dispute with regard to levy of GST on account of any non-compliance of GST Laws by the Customer and GST Authorities levying any additional tax/charges, the Customer shall indemnify SAIL-RSP in respect of all claims of tax, penalty and /or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance, SAIL-RSP, at its discretion, may also withhold/recover such disputed amount from the outstanding credit balance of the Customer.</p>

		<p>SAIL-RSP shall provide such information and documents as may reasonably be required by the Customer to enable the Customer to claim input tax credit under the GST law.</p> <p><u>TCS applicable for all dispatches w.e.f 01.10.2020 on sale of all goods.</u></p> <p>TCS@0.1% shall be applicable on sale consideration on sale of any goods exceeding Rs 50 Lakhs in any previous year to a customer. If the buyer does not have PAN or AADHAAR then TCS @ 1 % shall be applicable.</p> <p>However, TCS@1% shall continue to be charged on sale of Scrap as being charged currently.</p> <p>The advance amount deposited by the customer shall also include the new TCS amount as is being done in case of scrap sales.</p> <p><u>Other Taxes/duties/levies/charges:</u></p> <p>The liability on account of imposition or levy of any new or existing taxes/duties/levies/charges and/or increase in rate of taxes/duties/levies/charges as levied by local/State/Central Govt concerning or in relation to the material covered under the Sale Order is entirely on customer and Rourkela Steel Plant shall not bear any liability or responsibility in this regard.</p> <p>The GST Number of Rourkela Steel Plant is "21AAACS7062F2ZP".</p>
11	<u>PROCEDURE FOR ENTRY/REMOVAL OF EQUIPMENT/ MATERIAL</u>	For taking out returnable material / equipment / spares etc. from plant against contract by customer or for bringing in material / equipment / machines / tools etc. against contract by customer, the existing procedure of entry/removal of material from RSP has to be followed by the Customers.
12	<u>SHORTAGE / EXCESS OF GOODS</u>	<p>Where the goods are sold in lots and not in number or UNITS, any deficiency in reference to quantity, quality, size, measurement, number and weight in the notice or other documents shall not be a point of dispute and the purchaser shall have no claim against SAIL-RSP for refund of whole or any of the customer's money or for loss of profit, interest, damages or otherwise.</p> <p>If the Customer fails to obtain delivery ,due to reasons attributable to SAIL/RSP for the whole or portion of the goods sold, no claim shall be entertained but he shall be refunded the amount of sale value proportionate to the undelivered quantity. The decision of RSP for arriving at the proportionate amount shall be final and binding on the Customer. He shall not be entitled to claim any damages, loss or profit interest or compensation on any account due to such short delivery.</p> <p>However, if the firm wishes to take excess quantity than the quantity indicated in the Delivery Order, SAIL, RSP may at its discretion offer the surplus quantity to the Customer at a price not less than the price at which the contract is awarded and on the same terms and conditions. The Customer will be allowed to lift the material only after he has deposited the sale value and other charges / taxes etc. of the excess materials. In case such surplus quantity is offered to the Customer, he shall be bound to make payment for the additional quantity and would lift the same within the time specified for the purpose.</p>
13	<u>LIFTING PERFORMANCE & Forfeiture for Short Lifting</u>	<p>For Physical Lots at CDY items, Zinc items, etc the entire plot/lot needs to be cleared by the firm. The firm needs to lift any excess material available in the plot/lot subject to a maximum of +20% of declared quantity after making necessary payment. Only after lot clearance is given by the shipping department DCR will be issued. In case the excess material is beyond +20% the same can be lifted on request after approval from Marketing Department.</p> <p>In case the party fails to fulfill the above lifting performance Security Deposit of the entire lot shall be forfeited Sale Order-wise. In addition the party shall be debarred from participating in Forward Auction for a period of 1 month. On the forfeited amount GST, as applicable shall also be charged.</p>

14 **LOADING OF MATERIAL (Road Mode) Delivery by ROAD**

Successful bidders will arrange for road transportation (Road-tankers, tripper, Trailers. Trucks, Tankers special tankers etc.) vehicles at his own risk and cost

Successful bidders will be required to collect the materials as per the auction terms within validity of contract.

Loading of materials at loading point shall normally be done between 9AM to 5PM on all working days for ROAD dispatches, however as per need this time may be extended solely at the discretion of SAIL-RSP. No delivery shall be allowed on holidays or Sundays unless approved otherwise by the SAIL-RSP

In case of transportation by road, the lifting timing will be governed by then prevailing SAIL, RSP Gate timings for entry & exit of vehicles and Weigh Bridge timing.

Loading of material will be under the scope of Customer. Equipment for loading of the material shall be arranged by the bidder at his own cost. Material shall be lifted by the successful bidder under supervision / presence of the concerned executing dept and CISF Personnel.

Weighment of the material would be done on the Plant Weighbridge. The Weighment taken in the above weighbridge will be final and binding for all purposes.

The road delivery procedure being followed in the Plant would be strictly applicable and the customer would have to abide by the same. Loading of material will be done under the supervision of the Loading department through his authorized representative.

No pick and choose will be allowed. The decision of the concerned department will be final for the above purpose.

Loading has to be done in such a way that the gross weight of the vehicle does not exceed the capacity of vehicle mentioned in the Vehicle Registration book. Customers should refrain from loading of material over and above the capacity of vehicles and in case of any lapses, RSP will not be held responsible in this regard.

The loaded vehicles shall leave from the Company premises within 2hours of the time of FINAL gross Weighment taken at RSP Road weighbridge. The Loaded vehicle cannot be detained for more than 2 hours after FINAL Weighment. In case of any difficulties, the Authorized Representative of the Bidder should contact Officer In-charge of the concerned security gate and report to concerned Officer of Marketing Department immediately. In the event of non-adherence to this, RSP will reserve its rights to take suitable action deemed fit against the Authorized Representative of the Customer.

MOVEMENT OF HEAVY VEHICLE IS PROHIBITED DURING THE FOLLOWING TIMINGS. DRIVING SPEED TO BE 20 KMPH INSIDE THE PLANT	
1	05.30 AM – 06.30 AM
2	08.30 AM – 09.30 AM
3	01.30 PM – 02.30 PM
4	05.00 PM – 06.00 PM
5	09.30 PM – 10.30 PM

15	<u>EXTENSION IN DELIVERY PERIOD</u>	<p>Notwithstanding above conditions on request of the customer, the Management may on consideration of the merit of the case allow extension of the removal date/ lifting validity at its discretion, charging ground rent equivalent to 1% per week or part thereof on the basic value of the left over quantity.</p> <p>If the buyer fails to remove the full materials within extended delivery date, the materials so left over will be treated as “Abandoned Goods”.</p> <p>If any materials for which delivery order is issued could not be delivered to the customer by the Management either in full or in part due to any reason, the management may extend the date fixed for removal of the materials for further period without charging Ground Rent.</p>
16	<u>ABANDONED GOODS</u>	<p>The customer must effect complete removal of the materials from the site within the date specified in the delivery order issued by the Management. The material will be deemed to be under the custody of the customer once the full payment or part thereof is deposited with RSP.</p> <p>Incase the material is not removed as per FA terms within the specified date, Sale order / delivery order for the left over quantity will be treated as cancelled. The materials so left over will be treated as “Abandoned Goods”.</p> <p>The Management will have full right on such Abandoned Goods and will be entitled to re-sell or dispose off the same in any manner it deems fit without any reference to the customer. The buyer will have no claim on materials declared as “Abandoned Goods”. In addition to forfeiting such abandoned goods, the initial deposit and the price if any paid by the customer may further be held liable for all commission and other charges and losses suffered by the Management which may be sued for & recovered in a Court of Law.</p> <p>Apart from above Security Deposit of the entire lot shall be forfeited Sale Order-wise. In addition the party shall be debarred from participating in Forward Auction for a period of 1 month. On the forfeited amount GST, as applicable shall also be charged.</p> <p>It is however clarified that for a material to be constituted as Abandoned Goods, the incident of removal of material will be a must, may it be in part.</p>
17	<u>RECOVERY OF DUES</u>	<p>Any sum of money due and payable to the customer including Security Deposit (returnable to him under this contract) may be appropriated by the Steel Authority of India Limited, Rourkela Steel Plant or Government of any other person or persons, including other Steel Plants under SAIL and adjusted against any claim of the Steel Authority of India Limited, Rourkela Steel Plant or Government or such other person or persons including other Steel Plant under SAIL for the payment of the sum of money of the arising out of or under any other contract / tender made by the customer/ bidder with the Steel Authority of India Limited, Rourkela Steel Plant, or Government or such other person or persons including other Steel Plants under the Steel Authority of India Limited.</p>
18	<u>WITHDRAWAL OF GOODS FROM SALE</u>	<p>The Management reserves the right to withdraw at any stage from the sale after advertising or after issue of Sale Order / Release Order / Delivery Order for any item or any quantity of the materials by number or weight without assigning any reason thereof to the customer. Sale Value for the materials so withdrawn, if any, paid by the customer, will be refunded. The Management will not be responsible for any damages/loss whatsoever to the customer on account of such withdrawal.</p> <p>The Management reserves the right to dispose off any item by other means even after inviting bids for sale of such materials by FA.</p>

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**OTHER TERMS
AND
CONDITIONS**

- i. **Compliance of Labour Laws Safety Rules:** During the period the customer's workers are employed within Rourkela Steel Plant, Rourkela premises, they will be governed by the Labour Law and Rules, Factory Act and Rules and Rourkela Steel Plant Security Rules & Safety Rules as applicable and it shall be the responsibility of the customer to ensure that the statutory provisions are complied with fully.
- ii. **Illegal Gratifications:** Any bribes, commission, gifts or advantage given, promised or offered by or on behalf of the bidder or his partner agent or servant, or any one on their behalf to any Officer, servant, representative or agent of the company or any person on their behalf 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 disfavour to any person in relation to this or any other contract as aforesaid shall subject the bidder to cancellation of this contract and also to payment of any loss or damage resulting from any such cancellation, to this like extent.
- iii. **Damage to Plant Properties:** The customer shall be fully responsible for any loss/ damages that may be done to the premises, equipments, machineries, and other installations of the Plant in the course of removing the lot/lots bought by him, and the customer is fully liable to reimburse to the Management the cost of such damages. The Management fully reserves the right to recover the cost of such damages from any sum due to the customers. Assessment of damages/ breakage or loss will be done by RSP, which shall be final and binding on the purchaser.
- iv. **Re-Sale:** Re-Sale will not be recognized by the Management. Sale Offers and release orders will be made out only in the name of actual customer.
- v. The customer shall assume all liabilities for and keep SAIL wholly indemnified against all sections or suits, claims, costs and damage charges and expenses arising out of or in connection with the contract or workmen engaged in the work.
- vi. Submission of Bids in the Online Tender/Forward Auction will mean that the bidder has gone through the terms & conditions and accepted the same in totality.
- vii. RSP reserves the right to cancel the contract at any time during its validity without assigning any reasons thereof, whatsoever they may be. The decision of HOD (Mktg) will be final & binding.
- viii. All views concerning payment , lifting time, lifting performance, vis-a vis availability of material, etc will be at the discretion of SAIL-RSP
- ix. HOD (Mktg) at his own discretion can award the contract for full quantity of the material or can divide the auctioned quantity between one or more bidders.
- x. Refund amount (if any) payable to the customer, shall be through e-payment mode. Customers are to check the correctness of their Bank details (mentioned in the Sale Order). In case of any discrepancy of Bank details, the same should be brought to our notice immediately, failing which RSP shall not be responsible for any payment to the Bank account details mentioned in the Sale Order
- xi. The material shall remain in every respect at the risk of the purchaser from the date of issue of the sale order and SAIL will not be under any liability for safe custody or preservation thereof from the date of issue of Sale Order till the date of final removal.

<p>20</p>	<p><u>SETTLEMENT OF DISPUTES</u></p>	<p>Conciliation Clause: "Notwithstanding the provision for resolution of difference and disputes through Arbitration, the parties may refer the dispute/difference to conciliator to explore possibility of an amicable settlement before resorting to Arbitration. On request of either side conciliator may be appointed in the same manner like that of Arbitrator."</p> <p>Arbitration Clause: "In the event of any dispute or difference arising under or out of contract, the same shall be referred by either of the parties, to the sole arbitration of any person nominated by the CEO, SAIL, Rourkela Steel Plant, Rourkela by whatever name designated. It is further agreed as a term of this agreement that in the event the appointed Arbitrator to whom the dispute and differences has been originally referred is transferred or becomes unwilling or is otherwise becoming unable to act or becomes incapable of acting as such, CEO, RSP shall be entitled to appoint any person afresh to act as Arbitrator and such Arbitrator shall be entitled to proceed with the reference from the stage at which it was left by the previous Arbitrator. The award of such Arbitrator shall be final and binding on the parties to this Agreement.</p> <p>Subject to the aforesaid, the provision of Indian Arbitration and Conciliation Act, 1996 and the rules made there-under or thereto by statutory modification or modifications thereof shall govern all such arbitration proceedings and shall be deemed to have been incorporated in this Contract.</p> <p>Supply of materials, chattels, etc., or any work under the contract shall, if reasonably possible, continue during the Arbitration proceedings and no payment due to or payable by Purchaser/contractor shall be withheld on account of such proceedings. The cost of the Arbitration Proceeding shall be equally borne by the parties to the Agreement.</p> <p>All sittings of the Arbitrator shall take place at Rourkela. It is a term of this agreement that notwithstanding the manner in which the agreement has been reached, this agreement shall be deemed to have been formed entirely at Rourkela. All kinds of Legal proceeding under the Indian Arbitration and Conciliation Act and all other laws governing this agreement and matter/disputes arising there under shall be cognizable and triable only in the appropriate Court exercising territorial jurisdiction over Rourkela Steel Plant."</p> <p>Place for Legal Proceedings: The Contract shall be deemed to have been entered into by RSP at Rourkela and all cause of action therefore be deemed to have been arisen at Rourkela irrespective of the location of the Head or Branch Offices of SAIL or the Supplier/Contractor. All kinds of legal proceedings against SAIL, RSP in any matter arising out of the contract shall be triable only by the appropriate Civil Court of Rourkela.</p>
<p>21</p>	<p>CDY ITEMS</p>	<p>Machine parts if any found in the lots must be cut/ broken by the buyer before taking Delivery. The material in the lots is offered for lifting on "as is where basis".</p> <p>No cutting/cleaning of the material would be permitted unless specified in the catalogue/amendment issued thereof .</p> <p>Stainless Steel and non-ferrous scrap items if any are excluded from the iron & steel scrap lots. For details Annexure A (list of lots in catalogue) may be referred.</p> <p>For lots containing structure / beams etc .of length 12ft .and above ,width 7ft. and above and bulk / voluminous items one/two cuts will be considered for loading purpose on examination of CDY, RSP, Rourkela on receipt of application from the purchaser.</p>

22	PRODUCTS REQUIRING LICENSE	<p>Bidders need to fulfill the below mentioned criteria to participate for the items like Battery, Zinc, Waste Oil/Oil sludge, E-Waste Items etc.</p> <p>Participants should have valid Consent Certificate, authorization, passbook issued by State Pollution Control Board or Central Pollution Control Board and from Odisha Pollution Control Board (Both Mandatory for outside Odisha Buyers) for the particular item/items for which they are participating in current auction. Buyers should have valid license as Recyclers or Dismantlers registration and authorisation from above mentioned BOARD/BOARDS.</p> <p>Sale of Zinc items shall be made only to recyclers/re-processors registered with the Ministry of Environment & Forest (MOEF) and actual users/ processors possessing valid pollution clearance certificate from State / Central Pollution Control Boards and Odisha Pollution Control Board (Mandatory). As such only such units shall be allowed to participate in the auction & they have to submit the necessary certificate along with the application of E.M.D. Traders shall not be allowed to participate in the Forward Auction.</p> <p>Adherence/compliance to necessary statutory formalities for above mentioned items shall be sole responsible to the H1 Customer.</p>
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COMPLIANCE OF LABOUR LAWS/SAFETY RULES:

During the period the Buyer's workers are employed within the Rourkela Steel Plant premises, the labour laws and rules, Factory Acts and Rules and Rourkela Steel Plant Safety/Security rules as applicable will govern them. It shall be the responsibility of the Buyer to see that 'the statutory provisions are complied with fully.

In the event of any violation of the rules / norms, if RSP suffered loss or is saddled with any liability due to breach of contract, the Buyer shall make good the loss and shall be liable for payment of Compensation/Damages and shall indemnify RSP against any claim/order/direction of any court/statutory authority, subject to realization of total compensation that may be quantified, SAIL shall recover/withhold adhoc amount on the aforesaid score.

The Buyer shall provide and ensure proper use of safety appliances by his personnel. He shall be liable for any damages or compensation payable in respect of or in consequence of any accident or injury of the personnel employed by the Buyer. The Buyer shall at all times indemnify SAIL against all claims, or compensation under the provision of Employee's Compensation Act, 1923 or any other Law for the time being in force.

The Buyer shall arrange for necessary manpower and transport/handling equipment. He shall also be responsible for the safe and good conduct of his personnel. He and his personnel/ workmen engaged by him directly or under sub-contract shall not at any time be regarded as the employee of SAIL, RSP. The bidder has to get himself registered with the local labour commissioner and obtain license for their subcontractor under Contract Labour Regulation & Abolition (Act) 1970. Indemnification of SAIL/RSP by the purchase. It shall be the responsibility of the Buyer for effecting necessary insurance under the Employee's Compensation Act, 1923, Third Party Liability Insurance or any other insurance in accordance with the relevant laws and regulations, at his own cost.

SAIL/RSP shall not be responsible for any damage to the trucks/trailers/other handling equipments etc. suffered by the bidder while executing the contract. The Buyer in his own interest shall obtain suitable and sufficient cover from under writers and the Company shall entertain no claim/correspondence on this account.

The Buyer shall conform in all respects with the provisions of any statute, ordinance or laws and the rules, regulations, bye laws of any local or other duly constituted authority which may be applicable in carrying out the contract. The Buyer shall assume responsibility for and shall indemnify and save SAIL/RSP & the Company of all liabilities, claims, costs, expenses, attorney's fees and Court Costs, which are or may be required with respect to any breach of any statute, ordinance, laws, rules, and regulations or for which the Buyer has assumed responsibility under the Contract.

The Buyer shall be fully responsible, in case any personnel employed by / accompanying him or his representative is apprehended in a theft case or any unauthorized act or movement of goods or in any activity not authorized by RSP and which is punishable under law.

If the Buyer /or his representative or the labour engaged by him, is found indulging in any unfair practice within the plant premises during lifting of the material, the entire deposit of the Buyer with the SAIL, RSP will be forfeited & the Buyer will be banned from having business dealings with the Auctioneer and / or SAIL RSP for a period of 6 (Six) months

The Buyer has to submit DLC Registration Certificate and has to complete the internal formalities for Safety Protocol where his representative shall be a signatory. After signing this Safety Protocol, Buyer has to submit a request letter for dismantling of the equipments

SAFETY NORMS (TO BE STRICTLY ADHERED):

Safety training will be imparted to the employees engaged by the Buyer or his agent by the Safety Engineering Department of Rourkela Steel Plant and on the job training at departments. No employee of the Buyer or his agent should be engaged in any job/activity related to the sale/purchase of assets without undergoing safety training by the Safety Engg Depts. and on the job training at departments, RSP. The Buyer should submit safety training application and the same would be forwarded by the Marketing Department to the Safety Department as per procedure for arranging safety training

A separately designated Safety Supervisor should be appointed by the Buyer to coordinate with concerned agencies during dismantling, loading/unloading jobs. He will be responsible for continuous safety supervision till completion of sale.

The Buyer must strictly adhere to the safety protocol drawn up, duly approved by an officer in the rank of GM of concerned department & signed by his safety supervisor, Technical officer/co-coordinating officer of owner department, & representatives of other related agencies like EMD, Fire Service etc. Separate safety protocol to be made for gas line jobs as per requirement.

The plan for dismantling/disposal prepared on the basis of sale order should be submitted by the Buyer to the Technical officer of the department before starting dismantling work along with Hazard identification & Risk assessment (HIRA).

The approach and methodology of any gas-cutting job must be discussed by the safety supervisor nominated by the Buyer with the technical officer/coordinator of the concerned department and such job started after obtaining the latter's approval.

The plan for cutting and welding jobs should be intimated by the Buyer two days in advance to the Technical officer of the department so that he can undertake essential steps for adhering to safety procedures and give safety clearance in time.

The Buyer will ensure that daily site clearance in writing and relevant work permit (PTW) is obtained from the Technical officer of the owning department before starting the job.

The Buyer should get safety permits issued. This will be arranged by the technical officer after necessary tests. Gas cutting and welding jobs shall be done by the Buyer after obtaining safety permits.

The safety permit should be renewed on daily basis as long as HAZARDEOUS job like height job, CONFINED space JOB, gas line job, utility job, LT/HT job, acid/ALAKALI LINE JOB, lifting & shifting cutting job continues to be ensured by the Buyer and the Technical officer of the concerned department.

Gas cutting and welding is to be carried out by competent persons engaged by the Buyer after getting safety permit from the concerned department.

Dumping of material from height is prohibited. Material should be lowered after cordoning the area by using red flags/lights.

The Buyer will ensure regular supervision through his safety supervisor on all safety aspects of job with assistance of the Technical officer and Safety department. Regular site inspection will be done by the concerned office of the executing department, DSO and safety-engineering department for identifying unsafe conditions/unsafe acts or any other safety violation. Buyer will take immediate steps to remove such unsafe conditions and stop unsafe acts, if detected and take adequate safety measures.

Safety department will communicate safety violations if any on regular basis to Marketing department. Safety violations will be communicated to the Buyer by the Marketing department and Buyer will be liable for penal actions.

The Buyer will be issued a warning letter on first time violation not amounting to any injury to personnel or machineries or resulting in any accident out of such negligence. Thereafter, the Buyer will be liable for penalty payment for similar safety norm violation amounting to INR 3000/- for the second instance, INR 10000/- for the third instance and subsequent instances. In case of any major accident, penalty will be decided jointly by Marketing Department, Safety Dept, and owner department and may attract forfeiture of SD. In case of repeated and continuous safety violation, despite warning/levy of penalty or other penal action taken against the Buyer by RSP, Rourkela Steel Plant will reserve the right to stop the dismantling or other jobs related to sale with immediate effect and foreclose the contract for sale without any further reference to the Buyer and the previous warnings/ penal actions taken/ penalties levied will be deemed sufficient notice to the Buyer for effecting such foreclosure of contract in the interest of safety.

Notwithstanding the above, the Buyer will be fully responsible for the safety of the contractor / worker engaged for the job by him

Relevant clauses of ED (W) procedure order on safety and contractor safety code to be followed by the buyer.

All lifting tools & tackles to be used must be tested by the competent person recognized by Govt. of Odisha before use.

All road safety rules (speed limit, transportation, loading/un-loading, vehicle fitness, insurance, PUC, DL, RC etc) to be followed / complied.

Area of work to be cordoned and ear marked with display of clear signage Health checks up of the workers as per Form -31A to be obtained.