

"Declaration for compliance with Income Tax TDS/TCS for Non-Scrap Sales.

1. We agree that SAIL-ISP is not a specified person as defined under **Section 206AB**.
2. We hereby declare that we will deduct TDS @ 0.1% under **Section 194Q** from the advance amount paid to SAIL-ISP.
3. We agree that if no deduction is made by us under Section 194Q , we will pay TCS @0.1% on the advance amount to enable SAIL-ISP to comply with Section 206C(1H).
4. Our PAN No / Aadhaar No is _____. We agree that in case we do not submit PAN , SAIL ISP will collect TCS @1% under section 206C(1H).
5. We hereby declare that we are not a specified person as defined under Section 206CCA.
6. We agree that in case we are found to be a specified person under Section 206CCA SAIL ISP will collect TCS @5% along with penalty and interest if applicable. "
7. In case of TDS under Section 194Q is deducted by us , it will be calculated on the advance amount including Freight and GST i.e. **basic material value + freight (if any) + GST** in compliance of CBDT circular no 13 dt.30.06.2021



ONLINE FORWARD AUCTION NOTICE

STEEL AUTHORITY OF INDIA LIMITED, IISCO PLANT, BURNPUR - 713325 INTENDS TO SELL MATERIALS, FROM STOCK AND/OR FUTURE GENERATION, TABULATED AT "LIST OF MATERIALS".

1	AUCTION NOTICE NO.	7000004089
2	INTERNET SITE FOR THE ONLINE AUCTION	https://www.metaljunction.com/auction/auctionview
3	PLATFORM / SERVICE PROVIDER	M/S MJUNCTION SERVICES LIMITED, TATA CENTRE, 45 JAWAHAR LAL NEHRU ROAD, KOLKATA-71
4	FORWARD AUCTION NOTICE DATE	26.07.2024
5	FORWARD AUCTION DATE	30.07.2024 @ 12:00 NOON
6	PERIOD OF INSPECTION OF MATERIAL IN SITU	UP TO 17:00 OF THE PREVIOUS DAY OF AUCTION DATE
7	EMD & LOI SUBMISSION DATE	UP TO 17:00 OF THE PREVIOUS DAY OF AUCTION DATE
8	MODE OF AUCTION	ON-LINE FORWARD AUCTION (MODE OF AUCTION AS PER ANNEXURE -A)
9	VALIDITY OF BIDS OF SUCCESSFUL BIDDER	MINIMUM 40 DAYS FROM DATE OF AUCTION
10	DEFINITION OF KEY TERMS	ANNEXURE-B
11	CONMPLIANCE TO SAFETY NORMS	ANNEXURE-F
12	GENERAL TERMS & CONDITIONS OF SALE	SAIL GTC-SA : 2017
13	BASIS OF SALE	AS IS WHERE IS BASIS, NO COMPLAINT BASIS
14	LOADING TYPE	FOT: FREE ON TRUCK BY ISP FOR: FREE ON RAIL (AT IISCO, BURNPUR PLANT) SELF: ARRANGEMENT BY CUSTOMER AND CUSTOMER SHALL ACQUAINT HIMSELF WITH THE GROUND CONDITION OF THE CONCERNED AREA WITH REGARDS TO EMPLOYMENT OF LABOUR/ EQUIPMENT
15	MATERIALS OFFERED FOR SALE	ANNEXURE-A



STEEL AUTHORITY OF INDIA LIMITED
(A Govt. of India Enterprise)
IISCO STEEL PLANT
Materials Management Department, Marketing Wing.

ANNEXURE-A

LIST OF MATERIALS

AUCTION NOTICE NO			7000004089		OFA DATE	30.07.2024	
QUOTATION [LOT] NUMBER	MATERIAL CODE [ITEM DESCRIPTION]	QUANTITY [UOM]	LIFTING PERIOD (DAYS) [PROCESSING]	LOCATION [LOADING POINT]	MODE OF DESPATCH [LOADING TYPE]	MODE OF AUCTION [HSN]	GST [TCS] %
1800009810-000010 [1700002515000010]	113130000000000000 [USED & REJECTED CONVEYOR BELT (NYLON)]	30.000 [TO]	30 [PROCESSING NOT ALLOW]	RMHP SCRAP YARD [LCSS 1C(BMP CONTROL ROOM) IN RMHP]	BY ROAD [SELF]	ENGLISH [40101190]	18.00 [1.00]
1800009811-000010 [1700002586000010]	113130000000000000 [USED & REJECTED CONVEYOR BELT (NYLON)]	30.000 [TO]	25 [PROCESSING NOT ALLOW]	RMHP SCRAP YARD [RMHP SCRAP YARD (LCSS1C)]	BY ROAD [SELF]	ENGLISH [40101190]	18.00 [1.00]
1800009812-000010 [1700002617000010]	109780000000000000 [USED & REJECTED WOODEN PALLETS/ SLEEPER]	10.000 [TO]	20 [PROCESSING NOT ALLOW]	P WAY STORE [SOUTH YARD (PWE)]	BY ROAD [SELF]	ENGLISH [44013900]	5.00 [1.00]
1800009813-000010 [1700002610000010]	121460000000000000 [OLD, USED REJECTED OIL FILLED IN DRUMS]	200.000 [EA]	30 Days [PROCESSING ALLOW]	PBS NEW [PBS2]	BY ROAD [FOT]	ENGLISH [27109900]	18.00 [1.00]

QUOTATION NO	EMD AMT (INR)	SPECIAL REMARKS ON PRODUCTS	SPECIAL MARKETING TERMS
1800009810	15000	USED & REJECTED CONVEYOR BELT (NYLON)	.
1800009811	15000	USED & REJECTED CONVEYOR BELT (NYLON)	.
1800009812	2500	USED AND REJECTED WOODEN SLEEPER.	.
1800009813	31000	CAPACITY: 205 LITERS , Servo Prime 46T- 200 DRUMS	.

Index Sheet Sample



1700002515



1700002515



1700002515



1700002586



1700002610



1700002610



1700002617



1700002617

ONLINE FORWARD AUCTION NOTICE

Steel Authority of India Limited- IISCO Steel Plant will sell items as mentioned in the Annexure-A, Ex- Burnpur Works on “Ex-Stock / Generation” **“AS IS WHERE IS AND NO COMPLAINT BASIS”** basis by Online Forward Auction through internet, to be conducted by M/s. Metal Junction Services Limited, Kolkata.

"ALL THE PHOTOGRAPHS ARE INDICATIVE" Photographs of lots are indicative only and do not necessarily reflect the actual condition of lots. Buyers are advised to physically inspect the offered lots before participating in the auctions. SAIL, ISP or METAL JUNCTION shall not be responsible or liable for any error of Judgment or bids put by bidders based on these photographs.

TERMS & CONDITIONS:

1	<u>ONLINE FORWARD AUCTION</u>	<p>The bidders who fulfil all criteria to participate in the online forward auction may take training from M/s. Metal Junction on the online bidding procedure to be followed during the OFA.</p> <p>Documents received without EMD shall be rejected straight-away and the bidder will not be allowed to participate in the OFA.</p> <p>For registration and submission of documents along with necessary EMD, contact. details as given below.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr><td style="width: 5%;"></td><td style="width: 55%;"></td><td style="width: 40%;"></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr> <td style="width: 5%;"></td> <td style="width: 55%;"> M/s. Metal Junction Services Limited, Third Floor, Godrej Waterside, Plot No.5, Block DP, Sector 5, Salt Lake City, Kolkata 700 091 </td> <td style="width: 40%;"> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;"><u>Branch Offices at Burnpur</u></td> <td style="width: 40%;"></td> </tr> <tr> <td>Mr. Avijit Mukherjee</td> <td style="text-align: right;">7596061827</td> </tr> <tr> <td>Mr. Abhishek Chakraborty</td> <td style="text-align: right;">0341-2240107</td> </tr> <tr> <td><u>SAIL ISP, Marketing, BURNPUR</u></td> <td></td> </tr> <tr> <td>Mr. P. K. ANAND, AGM</td> <td style="text-align: right;">9434776926</td> </tr> <tr> <td>Mr. Rameshwer Dayal, AGM</td> <td style="text-align: right;">9434776533</td> </tr> </table> </td> </tr> </table> <p>*IMPORTANT NOTE:</p> <ul style="list-style-type: none"> ALL DOCUMENTS IN ANNEXURE C SHOULD BE SIGNED BY FIRM PROPRIETOR. IF ANY OTHER PERSON IS SIGNING ON BEHALF OF THE FIRM PROPRIETOR, THEN AUTHORISATION LETTER ISSUED BY THE PROPRIETOR ALONG WITH STAMP IN FIRM LETTER HEAD MUST BE ATTACHED SELF-ATTESTED, PAN, ECC, BANK DETAILS & GSTN COPY OF BOTH CUSTOMER AND CONSIGNEE TO BE ENCLOSED/ ATTACHED. HARD COPY TO BE SUBMITTED IF PAN CARD IS NOT IN THE NAME OF CUSTOMER, OWNERS, THEN PROOF IS REQUIRED IN FORM OF A STOCK CERTIFICATE/ A BILL OF SALE/ THE MEMORANDUM OF ASSOCIATION) LOI SHOULD BE SIGNED BY FIRM PROPRIETOR. IF ANY OTHER PERSON SIGNING ON BEHALF OF THE FIRM PROPRIETOR, THEN AUTHORISATION LETTER ISSUED BY THE PROPRIETOR MUST BE ATTACHED. GSTN COPY OF BOTH CUSTOMER AND CONSIGNEE TO BE ATTACHED <p style="text-align: center;">GST WILL ALSO BE APPLICABLE IN LOADING CHARGES</p>																	M/s. Metal Junction Services Limited, Third Floor, Godrej Waterside, Plot No.5, Block DP, Sector 5, Salt Lake City, Kolkata 700 091	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;"><u>Branch Offices at Burnpur</u></td> <td style="width: 40%;"></td> </tr> <tr> <td>Mr. Avijit Mukherjee</td> <td style="text-align: right;">7596061827</td> </tr> <tr> <td>Mr. Abhishek Chakraborty</td> <td style="text-align: right;">0341-2240107</td> </tr> <tr> <td><u>SAIL ISP, Marketing, BURNPUR</u></td> <td></td> </tr> <tr> <td>Mr. P. K. ANAND, AGM</td> <td style="text-align: right;">9434776926</td> </tr> <tr> <td>Mr. Rameshwer Dayal, AGM</td> <td style="text-align: right;">9434776533</td> </tr> </table>	<u>Branch Offices at Burnpur</u>		Mr. Avijit Mukherjee	7596061827	Mr. Abhishek Chakraborty	0341-2240107	<u>SAIL ISP, Marketing, BURNPUR</u>		Mr. P. K. ANAND, AGM	9434776926	Mr. Rameshwer Dayal, AGM	9434776533
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2	<p><u>INSPECTION AND SALES CONDITIONS OF MATERIAL</u></p>	<p>Normally Materials shall be available for inspection on any working day in consultation with AGM/DGM (MKT), SAIL-ISP, Burnpur, between 9.00 A.M. to 5.00 PM in working days, till one day before the Auction date. However, it will be guided by the restriction issued from time to time by the plant/ State Authority/ Central Authority without any prior notification.</p> <p>For inspection one day (Visitor /Emergency) Pass for entry through SCOB Gate can be obtained online at http://portal.sailisp.com/epass/Emergency_Pass.aspx</p> <p>The portal would enable the users to apply for the pass in advance (maximum 30 days) of their scheduled date of visit. Users would also be able to track the status of their application through unique id generated while applying for the pass.</p> <p>Sales/ Disposal of all items are guided and restricted as per the orders/ guidelines issued for the handing/ disposal of that items by controlling Authority of Plant/ State/ Center/ statutory agencies and it is the sole responsibility if the bidders to abide the same. The bidders should have the valid license issued by the competent Authority for handling and disposal of those items. The bidder should participate ensuring the above compliance only. Bidders may be asked to produce/ Submit the same before/ after taking the delivery of the material and if not complied, EMD/ SD amount along with the material value will be forfeited at the same time bidder will be debarred for participating in OFA of IISCO, Steel Plant for a specified time as per the discrete of IISCO Steel plant.</p> <p>Special attentions are to be paid while handling/ lifting coal chemical and chemical hazardous items, Ammonium sulphate. Cal tar sludge etc.</p> <p>Sales of Ammonium sulphate will be as per the guidelines issued by Government of India Ministry of Agriculture and Rural Development (Department of Agriculture and Cooperation) for the fertilizer (control) order 1985 vide Notice no # No.11-3/83-STU, dated 25th September 1985. Only the bidders from West Bengal State can participate in sales</p>																											
3	<p><u>TERMS AND CONDITIONS OF METALJUNCTION</u></p>	<p>The bidders are required to submit copies of the documents as mentioned below in Point no-4 (SUBMISSION OF DOCUMENTS) duly signed & stamped to become eligible for participation in the OFA. Safety Terms from SAIL ISP is being attached.</p>																											
4	<p><u>SUBMISSION OF DOCUMENTS</u></p>	<p>Notice for forward auction along with synopsis and the following documents:</p> <table border="1" data-bbox="574 1318 1464 1688"> <tr> <td>1</td> <td>ANNEXURE – A</td> <td>LIST OF MATERIALS</td> </tr> <tr> <td>2</td> <td>ANNEXURE – B</td> <td>DEFINITION OF KEY TERMS</td> </tr> <tr> <td>3</td> <td>ANNEXURE – C</td> <td>LETTER OF INTEREST/ CUSTOMER MASTER / PAYMENT DETAILS</td> </tr> <tr> <td>4</td> <td>ANNEXURE – D</td> <td>INDEMNITY BOND / AUTHORISATION LETTER</td> </tr> <tr> <td>5</td> <td>ANNEXURE – E</td> <td>ROAD DESPATCH PROCEDURE</td> </tr> <tr> <td>6</td> <td>ANNEXURE – F</td> <td>SAFETY RULES (SAIL-ISP)</td> </tr> <tr> <td>7</td> <td>ANNEXURE – G</td> <td>SAIL GTC-SA-2017</td> </tr> <tr> <td>8</td> <td>ANNEXURE – H</td> <td>CREDIT REFUND CLAIM FORM</td> </tr> <tr> <td>9</td> <td>ANNEXURE – I</td> <td>GUIDELINES UNDER SECTION 1940 OF THE INCOME-TAX ACT. 1961</td> </tr> </table> <p>The interested bidders are required to submit the following documents along with EMD under covering letter on their letter head:</p> <ol style="list-style-type: none"> 1. Earnest Money Deposit. 2. Letter of Interest and each page of the OFA document duly signed & stamped by the Proprietor, Partner or Director of the firm. In case these documents are signed by any other person, a letter of authority in favour of the signatory issued by the Proprietor, Partner or Director of the firm should be enclosed. 	1	ANNEXURE – A	LIST OF MATERIALS	2	ANNEXURE – B	DEFINITION OF KEY TERMS	3	ANNEXURE – C	LETTER OF INTEREST/ CUSTOMER MASTER / PAYMENT DETAILS	4	ANNEXURE – D	INDEMNITY BOND / AUTHORISATION LETTER	5	ANNEXURE – E	ROAD DESPATCH PROCEDURE	6	ANNEXURE – F	SAFETY RULES (SAIL-ISP)	7	ANNEXURE – G	SAIL GTC-SA-2017	8	ANNEXURE – H	CREDIT REFUND CLAIM FORM	9	ANNEXURE – I	GUIDELINES UNDER SECTION 1940 OF THE INCOME-TAX ACT. 1961
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		<p>3. Copy of valid certificates (duly notarized)</p> <ol style="list-style-type: none"> Pollution clearance/Explosive/Fertilizer certificate (<i>Wherever Required</i>) Copy of Manufacturing license. Electricity bill (current) GST/Central Sales Tax registration Certificate PAN Copy SSI Registration Certificate Certificate of the directorate of Industries <p>4. Bank Details i.e. A/c. No., Name & address of the Bank</p>																																			
5	BIDDING MODE	<p>In General, the online forward Auction will be conducted three modes</p> <ul style="list-style-type: none"> A) ENGLISH MODULE B) YANKEE MODULE C) TWO STAGE SEAL BIDDING <p>A) METHODOLOGY FOR ALLOCATION OF QUANTITY IN YANKEE BIDDING</p> <p>Allocation is carried out by the e-Sale software on following basis:</p> <ul style="list-style-type: none"> First preference is given to highest bid price If two or more parties bid the same price then preference for allocation is given to party that placed the bid for a higher quantity. In case two or more parties bid the same price and quantity, then preference is given to the party that placed the bid earlier. <p>The above is illustrated below for tonnage wise bidding. Assume that the total quantity available is 800 mt. and customers bid for certain quantity (in MT) at a certain price as illustrated in following table (minimum bid quantity is assumed as 200 MT= 1 UNIT):</p> <table border="1" data-bbox="586 982 1515 1276"> <thead> <tr> <th>Bidder</th> <th>Bid Time (Hr.: Min.)</th> <th>Bid Quantity in Units (200MT= 1UNIT)</th> <th>Bid Price (Rs/Unit)</th> <th>Allocated Qty. In Units (200MT = 1 UNIT)</th> </tr> </thead> <tbody> <tr> <td>B</td> <td>9.40</td> <td>1</td> <td>15000</td> <td>1</td> </tr> <tr> <td>F</td> <td>9.39</td> <td>2</td> <td>14800</td> <td>2</td> </tr> <tr> <td>D</td> <td>9.36</td> <td>1</td> <td>14800</td> <td>0</td> </tr> <tr> <td>A</td> <td>9.32</td> <td>1</td> <td>14800</td> <td>1</td> </tr> <tr> <td>E</td> <td>9.34</td> <td>1</td> <td>14800</td> <td>0</td> </tr> <tr> <td>C</td> <td>9.30</td> <td>2</td> <td>14750</td> <td>0</td> </tr> </tbody> </table> <ul style="list-style-type: none"> Explanation for the Allocation of Quantity Bidder B is the highest bidder @ Rs.15000/MT, hence the system allocates his bided quantity i.e., 200 mt = 1 Unit There are 4 bidders @ Rs.14800/Mt. Since bidder F's bid was for 400 MT (2 Unit) (Highest at Rs.14800/MT) the system allocates his bid quantity in full. Since bidder A placed his bid earlier than bidder D & bidder E i.e., 9.32 Hrs. hence the software gives first preference to Bidder A and allocates bidder A the available quantity (i.e., 200 MT = 1 Unit) first. Since, all the quantity is exhausted at higher bid price than Rs.14750/MT, therefore no quantity is allocated to Bidder C. If Bidder C wants to win any quantity then he has to place bid in terms of higher price and/or greater quantity. <hr/> <p>B) METHODOLOGY FOR ALLOCATION OF QUANTITY IN ENGLISH BIDDING</p> <p>Allocation is carried out by the e-Sale software on following basis:</p> <ul style="list-style-type: none"> The total material offered for auction by a client is divided into a number of distinct lots each having different or equal quantity which is mentioned in the auction catalogue. 	Bidder	Bid Time (Hr.: Min.)	Bid Quantity in Units (200MT= 1UNIT)	Bid Price (Rs/Unit)	Allocated Qty. In Units (200MT = 1 UNIT)	B	9.40	1	15000	1	F	9.39	2	14800	2	D	9.36	1	14800	0	A	9.32	1	14800	1	E	9.34	1	14800	0	C	9.30	2	14750	0
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- The Bidding customer needs to bid for the full quantity as available in a lot. Bidding customers tend to change their price based on competition.
- The start bid price (SBP) is set at the beginning of the auction. Buyers are allowed to bid at or above this SBP.
- Auctions are set with a pre-decided bid increment so that, all bids are uniform.
- Buyers enter their price bid in the system.
- ‘Hammer’ sign shows that the buyer is H1 and winner of that lot.
- The auction is run for a specific time duration
- Auto-extension feature is enabled if bid is received within the last 3 mins of closing.
- Customers can submit their highest bid through proxy and hence do not need to sit through the entire auction
- Proxy feature is enabled for buyers to block the bid at a higher value so that system bids on behalf of them till a competition is fetched.

C) METHODOLOGY FOR ALLOCATION OF QUANTITY IN TWO STAGE SEAL BIDDING

Allocation is carried out by the e-Sale software on following basis:

- In case of online sealed bid bidding auction system, the following process will be followed
- Bidders are to be informed by Metal Junction in Auction platform
- There will be two stage bidding. First bidding will be Dynamic Online Seal Bid (OLSB) for fixed duration followed by Online Forward Auction bidding. The duration of each bidding will be decided by Metal Junction
- In first stage Dynamic Online Seal Bid (OLSB) be taken for each lot before Forward Auction in which the Start Bid Price for the lots will be H1 price obtained.
- First Stage On line seal bid report details of bid will be provided by Metal Junction to ISP
- After this Dynamic Online Seal Bid (OLSB) the second stage Forward Auction will start
- Only the Registered bidders those who have placed their bids in OLSB (on line seal bid) stage will be allowed to participate in second stage bidding.
- The lot where no on-line seal bid has been received, will not be Launched for second stage forward Auction.
- The Start bid price for the lot will be H1 of OLSB and Metal Junction will start the second stage Forward auction with the start Bid price of the Lots as H1 of OLSB
- The H1 bidder obtained in the second stage bidder will be declared as winner by Metal Junction.
- However, ISP reserves the right to award sales offer to H1 bidder discovered during the First stage of OLSB (On Line Seal Bid) for the lots where no bid has been received during the second stage Forward Auction bidding. This has to be introduced to bring the seriousness in the bidding during the first stage OLSB (Online Seal Bidding)
- The H1(Winner) and detailed bid reports after the second stage Forward Auction will be provided by Metal Junction as per the above procedure.

6	<u>USER ID & PASSWORD</u>	<p>Metal junction will provide an “user ID” and “Password” to each individual customer, who has submitted required EMD and the documents as stated above, to enable them to participate in the dynamic auctioning process of the Units of their choice to be conducted in the website www.metaljunction.com. Before participation, the customer may obtain necessary help from metal junction, so as to enable them to participate in the OFA without any difficulty.</p> <table border="1" data-bbox="578 401 1284 617"> <thead> <tr> <th colspan="3">For Registration and Auction Training</th> </tr> <tr> <th>SL</th> <th>NAME</th> <th>MOBILE NO</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Mr. Anup Sarkar</td> <td>8336930106</td> </tr> <tr> <td>2</td> <td>Mr Soumen Ghosh</td> <td>9163348229</td> </tr> <tr> <td>3</td> <td>Mr. Akash Chakraborty</td> <td>7605090372</td> </tr> <tr> <td>4</td> <td>Mr Sanjoy Gopal Singha</td> <td>9163348269</td> </tr> </tbody> </table>	For Registration and Auction Training			SL	NAME	MOBILE NO	1	Mr. Anup Sarkar	8336930106	2	Mr Soumen Ghosh	9163348229	3	Mr. Akash Chakraborty	7605090372	4	Mr Sanjoy Gopal Singha	9163348269												
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7	<u>EARNEST MONEY DEPOSIT (EMD)</u>	<p>Customers intending to purchase any of the Units shall have to submit the interest free Earnest Money Deposit (EMD) Only by Online Mode (RTGS/ NEFT/ Online Fund Transfer Etc.). EMD amount as mentioned in Annexure-A (Material List) “As single auction EMD/One Time EMD” (In metal junction’s Virtual Account) to be deposited as mentioned below</p> <table border="1" data-bbox="553 779 1516 915"> <tr> <td>Beneficiary Name</td> <td>METALJUNCTION SERVICES LIMITED</td> </tr> <tr> <td>Bank Name</td> <td>HDFC BANK LTD</td> </tr> <tr> <td>Account No</td> <td>Explained below *</td> </tr> <tr> <td>IFSC Code</td> <td>HDFC0000240</td> </tr> </table> <p>*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</p> <p style="text-align: center;">OR</p> <p>Permanent EMD amount to be submitted as per the materials mentioned in below table in SAIL-ISP’s Account Only. No interest shall accrue on Permanent EMD.</p> <table border="1" data-bbox="553 1272 1516 1514"> <thead> <tr> <th>Material</th> <th>Permanent EMD</th> </tr> </thead> <tbody> <tr> <td>Coal Chemical</td> <td>Rs. 150,000/-</td> </tr> <tr> <td>Coal Tar</td> <td>Rs. 150,000/-</td> </tr> <tr> <td>Ammonium Sulphate</td> <td>Rs. 100,000/-</td> </tr> <tr> <td>Processed Cast Iron Scrap</td> <td>Rs. 100,000/-</td> </tr> <tr> <td>Un-Processed Pig Iron Scrap</td> <td>Rs. 150,000/-</td> </tr> <tr> <td>Industrial Gas (Argon, Oxygen, Nitrogen)</td> <td>Rs. 100,000/-</td> </tr> </tbody> </table> <table border="1" data-bbox="553 1545 1516 1682"> <tr> <td>Beneficiary Name</td> <td>SAIL-IISCO STEEL PLANT, BURNPUR</td> </tr> <tr> <td>Bank Name</td> <td>STATE BANK OF INDIA</td> </tr> <tr> <td>Account No</td> <td>10981831604</td> </tr> <tr> <td>IFSC Code</td> <td>SBIN0000049</td> </tr> </table> <p>Those customers submitting permanent EMD need not have to deposit the EMD in the future auctions, if full permanent EMD amount is available at that time. But in case of any forfeiture of EMD, the bidder has to deposit the equivalent amount before the next auction to be eligible to participate in the auction. It is not possible to adjust permanent EMD from any other sum of money due from the plant on account of material value, pending bills, security deposit or EMD paid towards another tender/auction and no interest will be payable on permanent EMD deposited by the customers.</p>	Beneficiary Name	METALJUNCTION SERVICES LIMITED	Bank Name	HDFC BANK LTD	Account No	Explained below *	IFSC Code	HDFC0000240	Material	Permanent EMD	Coal Chemical	Rs. 150,000/-	Coal Tar	Rs. 150,000/-	Ammonium Sulphate	Rs. 100,000/-	Processed Cast Iron Scrap	Rs. 100,000/-	Un-Processed Pig Iron Scrap	Rs. 150,000/-	Industrial Gas (Argon, Oxygen, Nitrogen)	Rs. 100,000/-	Beneficiary Name	SAIL-IISCO STEEL PLANT, BURNPUR	Bank Name	STATE BANK OF INDIA	Account No	10981831604	IFSC Code	SBIN0000049
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		<p>RTGS / NEFT facility is also available for depositing EMD. Buyers wishing to avail RTGS / NEFT facility should contact the nearest office of Metal junction services ltd at the address mentioned at www.metaljunction.com for details.</p> <p>It is not possible to adjust EMD from any other sum of money due from the plant, on account of pending bills, security deposit or EMD paid towards another Tender.</p> <p>All other payments like non-interest-bearing Security deposit, Material value, Ground rent, etc., should be made by way of RTGS or NEFT or Online Fund Transfer (in case bidder account is with SBI) only directly in our account at State Bank of India, in favour of SAIL-IISCO STEEL PLANT, BURNPUR</p> <table border="1" data-bbox="553 531 1511 667"> <tr> <td>Beneficiary Name</td> <td>SAIL-IISCO STEEL PLANT, BURNPUR</td> </tr> <tr> <td>Bank Name</td> <td>STATE BANK OF INDIA</td> </tr> <tr> <td>Account No</td> <td>10981831604</td> </tr> <tr> <td>IFSC Code</td> <td>SBIN0000049</td> </tr> </table> <p>Successful Bidders may transfer full amount of Security deposit and material value including freight and applicable taxes as per Contract/ offer letter through RTGS/NEFT/ Online Fund Transfer mode. No other means of transferring money will be acceptable.</p> <p>Bidder may request to convert the paid EMD amount to Security Amount. However, if EMD is less than the security deposit, the bidder has to pay the difference of Security and EMD amount along the advance payment of material, freight, applicable taxes etc. as mentioned in Contract/ Offer letter</p> <p>RTGS/ NEFT/ Fund Transfer has to be made only from the Bidder's bank account maintained in the same name and style (as mentioned in the sale offer)/ bidder account registered with SAIL, IISCO Steel Plant. Payment from any other account will not be accepted and ISP will not be liable / responsible for return / refund of such unsolicited payments and the payer / Remitter shall be responsible for any loss incurred by bidder on such transaction.</p> <p>Under no circumstances, Bidder should deposit Cheque / Demand Draft / Pay Order in ISP account directly. Bank charges if any, are to be borne by bidder.</p> <p>Bidder has to send e-mail / letter to ISP confirming the UTR No. / Transaction code mentioning the amount transferred and related sale offer/ s for further action at ISP.</p> <p>Financial Instruments such as Cheque, Demand Draft, Pay Order/Bankers" Cheque, Letter of Credit (L.C.) and Bank Guarantee (BG) shall not be accepted in any case.</p>	Beneficiary Name	SAIL-IISCO STEEL PLANT, BURNPUR	Bank Name	STATE BANK OF INDIA	Account No	10981831604	IFSC Code	SBIN0000049
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8	<u>RATE</u>	<p>Rate is to be quoted in Rs. per UNIT of material separately for each item. The rate should be quoted on ex- Burnpur Works basis and exclusive of all Duties & Taxes which shall be charged extra as applicable. The Rates quoted should be valid for minimum 40 days from the date of Online Forward Auction for acceptance by the company.</p>								
9	<u>TAXES & DUTIES</u>	<ol style="list-style-type: none"> All taxes and duties whether local, state, central or any other shall be payable by the customer in addition to the sale value as applicable for each item at the prevailing rates as on the date of delivery. For all purposes, the date of invoice shall be deemed to be date of delivery. In case the customer wishes to avail of concessional rate of Sales Tax as may be applicable as per statute, then the customer shall have to produce declaration in statutory forms as per rules (at the time of payment of material value) to avail concessional rate of Sales Tax. Otherwise, sales tax at full rate will be charged. In the event of dispute in regard to and Central Excise authorities levying additional charges for any reasons whatsoever, such duty / charge shall be payable by the customer. 								

		<p>3. The penalty imposed by the Excise authorities for non-observance of Excise procedure by the customer shall be borne by the customer.</p> <p>4. The following may be circulated from SAIL-ISP to parties for the above E-waybill blocking from 01.12.2020 on e-Waybill portal: In terms of Rule 138E (a) and (b) of the CGST Rules, 2017, the E-Way Bill (EWB) generation facility of a taxpayer is liable to be restricted, in case the taxpayer fails to file their FORM GSTR-3B returns / Statement in FORM GST CMP-08, for tax periods of two or more.</p> <p>From 1st December, 2020, onwards, the blocking of EWB generation facility would be made applicable to all the taxpayers (irrespective of their Aggregate Annual Turnover (AATO)) in terms of Rule 138 E (a) and (b) of the CGST Rules, 2017, on the EWB Portal as per update given on the E-waybill portal.</p> <p>Thus, to avail continuous EWB generation facility on EWB Portal, you are advised to file your pending GSTR 3B returns/GST CMP-08 statements immediately.</p> <p>5. SAIL-ISP will not bear any responsibility whatsoever for non-generation of E-waybill due to the above reason and any incident of non-movement of goods due to the same will have to be borne by the parties in default.</p> <p>6. <u>Circular No. 13 of 2021 F. No. 370142/26/2021-TPL, Government of India Ministry of Finance Department of Revenue (Central Board of Direct Taxes), Dated: 30th June, 2021, SAIL-IISCO Plant is complying the 194-O as per clause 4.9.5 of the above circular and thus compliance of 194(Q) is not required by the customer. The circular has been placed in Annexure-I</u></p>								
10	<u>RAIL FREIGHT</u>	<p>If the material is to be dispatched by RAIL. The admissible rail freight as per the prevailing Terms and conditions of railway shall be payable by the customer for the entire rake. The customer shall deposit the RAIL freight amount along with the material advance amount and the applicable taxes to ISP and ISP will pay the Rail Freight to Railway.</p> <p>In case of PIG Iron, and dispatch through rail, the lot size of 2000 MT or more up to 3800 MT (More than 30 wagon rakes and less than normal size rake), the successful bidder has to pay the railway freight as per the prevailing Terms and condition of railway.</p>								
11	<u>PAYMENT TERMS</u>	<p>Successful bidders shall have to deposit payment at ISP, Burnpur for the materials including freight if any including all the applicable taxes and duties as per offer by NEFT/ RTGS in favour of Steel Authority of India Limited- IISCO Steel Plant within 4 working days from the date of offer.</p> <table border="1" data-bbox="548 1461 1511 1602"> <tr> <td>Beneficiary Name</td> <td>SAIL-IISCO STEEL PLANT, BURNPUR</td> </tr> <tr> <td>Bank Name</td> <td>STATE BANK OF INDIA</td> </tr> <tr> <td>Account No</td> <td>10981831604</td> </tr> <tr> <td>IFSC Code</td> <td>SBIN0000049</td> </tr> </table> <p>In NO CASE Cheque / cash drawn in favour of Steel Authority of India Limited- IISCO Steel Plant should be deposited with the bank. Extension in payment due date may be considered by ISP up to maximum 3 working days(bank working days in West Bengal) on payment of late payment fee @ 24% Per Annum on basic Material value calculated on per day basis. GST @ 18% on the penalty amount shall be applicable.</p> <p>In case of Successful bidder fails in making payment against the offer, the offer will be cancelled, EMD will be forfeited and the successful bidder will be debarred from participation in our auctions for the SAME ITEM FOR THREE (3) MONTHS.</p> <p>In case a Customer (Successful bidder defaults twice within six months period, they will be debarred from participation in our future auction for ALL ITEMS FOR THE NEXT 1(ONE) YEAR.</p>	Beneficiary Name	SAIL-IISCO STEEL PLANT, BURNPUR	Bank Name	STATE BANK OF INDIA	Account No	10981831604	IFSC Code	SBIN0000049
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12	<u>SECURITY DEPOSIT</u>	<p>Security deposit, Non-interest-bearing as per the offer letter should be made by way of RTGS or NEFT or Online Fund Transfer (in case bidder account is with SBI) only directly in our account at State Bank of India, in favour of SAIL-IISCO STEEL PLANT, BURNPUR.</p>								

		<table border="1"> <tr> <td>Beneficiary Name</td> <td>SAIL-IISCO STEEL PLANT, BURNPUR</td> </tr> <tr> <td>Bank Name</td> <td>STATE BANK OF INDIA</td> </tr> <tr> <td>Account No</td> <td>10981831604</td> </tr> <tr> <td>IFSC Code</td> <td>SBIN0000049</td> </tr> </table> <p>No other means of transferring money will be acceptable.</p> <p>RTGS/ NEFT/ Fund Transfer has to be made only from the Bidder's bank account maintained in the same name and style (as mentioned in the sale offer)/ bidder account registered with SAIL, IISCO Steel Plant. Payment from any other account will not be accepted and ISP will not be liable / responsible for return / refund of such unsolicited payments and the payer / Remitter shall be responsible for any loss incurred by bidder on such transaction.</p> <p>Under no circumstances, Bidder should deposit Cheque / Demand Draft / Pay Order in ISP account directly. Bank charges if any, are to be borne by bidder.</p> <p>Bidder has to send e-mail / letter to ISP confirming the UTR No. / Transaction code mentioning the amount transferred and related sale offer/ s for further action at ISP.</p> <p>Financial Instruments such as Cheque, Demand Draft, Pay Order/Bankers" Cheque, Letter of Credit (L.C.) and Bank Guarantee (BG) shall not be accepted in any case.</p>	Beneficiary Name	SAIL-IISCO STEEL PLANT, BURNPUR	Bank Name	STATE BANK OF INDIA	Account No	10981831604	IFSC Code	SBIN0000049
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13	<u>MULTIPLE CONSIGNEES</u>	SAIL, ISP may allow dispatches to multiple consignees for the items sold and dispatched by rail for the lot like BF GRANULATED SLAG/ PIG IRON/ NON-ROLLABLE BILLET SCRAP/ NON-ROLLABLE BLOOM SCRAP only against the RAIL delivery only, in multiple of 64 Ton. However, the H1 bidder has to submit the consignee's details and their quantity, just after the Auction so that the offer/ Contract and Delivery/ Sales can be issued accordingly. <u>Normally it is not allowed. However, If it is allowed the same will be notified under the Marketing Terms in the sheet containing the details of items in ANNEXURE-A</u>								
14	<u>DELIVERY / SALES ORDER</u>	The Delivery/ Sales Order (DO/SO) will be issued on receipt of payment and the customer shall have to lift the entire material 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 "SAIL GTC-SA-2017". 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 the concerned department.								
15	<u>MATERIAL & QUANTITY</u>	Description of Material & Quantity are given in the Annexure-A. The quantity mentioned in the Annexure-A is estimated availability only and ISP's liability will be limited to supply the available material within the Deliver/ Sales Order validity. From the date of issue of the Deliver/ Sale order, the material shall remain in every respect at the risk and Cost of the purchaser 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.								
16	<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 ISP has to be followed by the Customers.								
17	<u>LOADING OF MATERIAL</u>	Successful bidders will arrange for road transportation (Road-tankers, tripper, Trailers. Trucks, Tankers special tankers etc.) vehicles at his own cost and risk								
		Successful bidders will be required to collect the materials as per the auction terms:								
		In case of <u>FOT: Free on Truck/ Trailer/ Tanker</u> , Material will be loaded by ISP free on the on Truck/ Trailer/ Tanker								
		In case of <u>FOR: Free on Rail</u> , Material will be loaded by ISP free on the Rail								
		In case of <u>SELF LOADING</u> , it is responsibility of the Buyer's to Deploy of equipment, labours for loading and arrange truck/ dumpers/ Tanker/ Trailer for loading at their own cost								

		<p>Loading of material will be done under the supervision of the Loading department through his authorized representative.</p>
18	<u>LIFTING/ LOADING TIME</u>	<p>In case of transportation by road, the lifting timing will be governed by then prevailing SAIL, ISP Gate timings for entry & exit of vehicles and Weigh Bride timing.</p> <p>In case of transportation by Rail and self-loading condition, the authorised lifter/ loader has loaded the material in railway wagons at the loading point as per the information provided by the executing department/ Traffic and Control Department of ISP.</p> <p>In case of Rail loading Buyer shall have to arrange for round-the-clock loading of material into the wagons at their own cost and risk.</p> <p>The loading time will start from the time of placement of rake at the loading site and till loaded wagons are ready for dispatch after final weighment</p> <p>As per the current Railway guidelines of free time, loading time of 18 Hours will be given to the customers. However, this will change depending upon the Railway guidelines on applicable free time issued from time to time and the revised time shall be applicable.</p> <p>The loading time for the rake shall be from the time of first Placement of Wagons at the loading site till loaded wagons are ready for dispatch after final weighment.</p> <p>The executing department shall make arrangements for placement of full rake at loading site.</p> <p>ISP will not be liable to pay any claim by means of compensation resulting due to Non – availability of material for any reason whatsoever.</p> <p>Any delay in loading beyond permissible time will be suitably loaded on customer account for demurrage compensation immediately. To facilitate this, a log book/sheet will be maintained at the loading site by the executing department which is to be jointly signed by the customer representative for arriving at loading time duration. Any interruption/delay due to reasons attributed to ISP or customer shall be accordingly logged for computing the loading time and/or delays. However, this has to be jointly recorded by executing authority and customer representative.</p>
19	<u>DELIVERY OF MATERIAL</u>	<p>The delivery of material will be as per ANNEXURE- A. (subject to operational conditions at plant, delivery time may be extended)</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>Material will be delivered by Road transport and as per loading program issued by the concerned Executing Department of SAIL- ISP, Burnpur.</p> <p>No delivery shall be allowed on holidays or Sundays unless approved otherwise by the competent authority.</p> <p>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 ISP has to be followed by the Customers</p> <p>The Material shall be delivered to the to the firm proprietor or the person who has singed the LOI on behalf of the firm Proprietor (Must submit the authorisation letter). However, if it is not possible for the bidder to take the delivery by him and if the bidder desires to take delivery through his authorized representative, The Material shall be delivered to the firm’s representatives / lifters against proper authority letter issued by the proprietor,</p>

		<p>partner or director of the firm. The firm must authorize the representative 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 representative will be at the firm's sole responsibility & risk and no claim shall entertained against the management on account, whatsoever, if delivery is affected to the wrong person.</p> <p>The successful bidder will be required to issue authority letter on letter heads in 3 copies for lifting of material by their representatives.</p> <p>It will be sole responsibility of the firms to depute his representative, enquiring all the relevant, required and concerned information's. SAIL-IISCO Plant, Burnpur will not be responsible in any way on account of this</p> <p>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, ISP will not be held responsible in this regard.</p> <p>However, Truck/ Trailer/ Tanker movement for lifting of material will be restricted during shift changing timings of IISCO Steel Plant.</p> <p>Customers shall obtain delivery program from the Executing Authority immediately after getting the " Sale / Delivery Order " to ensure lifting within the scheduled delivery date.</p> <p>For all purposes, the date of invoice of IISCO Steel Plant shall be deemed to be date of delivery.</p>
20	<p><u>MODE OF DESPATCH</u></p>	<p>ISP standard road/rail dispatch procedure has to be followed by the Customers.</p> <p><u>DELIVERY BY ROAD (Applicable When Material Delivered by Road)</u></p> <p>ISP's Standard Road Dispatch Procedure is given in the enclosed Annexure E</p> <p>The Vehicles for the purpose of loading and Transportation by Road will enter and exit from IISCO Gates as per the direction of CISF / ISP Authority and weighment will be done at weighbridges or any other weighbridge as per discretion of SAIL-ISP.</p> <p>No detention charges shall be payable under any circumstances by ISP for Trucks/ Trailer/ tanker/ tripper/ dumper etc. placed by the buyer but not loaded due to any reason whatsoever.</p> <p>Any delay due to non-compliance of the aforesaid clauses will be loaded on the Customer account.</p> <p>The buyer would lift the material as directed by the concerned department or their authorized representative and no pick and choose will be allowed. The decision of the concerned department will be final for the above purpose.</p> <p>The representative of the Buyer, present at the loading site must comply with all safety rules and regulations prevailing at ISP.</p> <p>They must use proper PPE's what is required for their job. In case of any violation with respect to above, strict action will be taken as per Company's rule.</p> <p><u>DELIVERY BY RAIL (Applicable When Material Delivered by Rail)</u></p>

		<p>On receipt of advance payment, the rake will be indented by ISP for the destination given by the Buyer. The rake will be indented by ISP for the destination given by the Buyer.</p> <p>If there is any other activity entailing any financial implication, the same has to be reimbursed by buyer as well as any other charges raised by Railways on a later date on account of overloading & under loading charges, wagon damage during loading etc.</p> <p>Necessary liaison with Railways is to be done by Buyer for organizing allotments and wagons for loading. Non-availability of rake or delay on this account shall not be a ground for exemption for non- performance.</p> <p>Invoicing shall be done in Metric tons and the weighment shall be done at ISP's in-motion weighbridge which shall be final for all purposes. In the event of Weighbridge not working the weighment may be carried out in any associated Railway Weighbridge as per clearance of Railway Authority or the weight declared by the Executing authority in the RR shall be taken as weighment of the wagons/Rake. However, Railways may conduct re-weighment at their weighbridge and any charges on freight on account of this shall be binding on the BIDDER.</p> <p>Customer has to ensure that the wagons being placed are fit for loading.</p> <p>Loading has to be done as per Railway norms.</p> <p>Track cleaning at the Loading site for safe movement of wagons/loco to be done by the Customer.</p> <p>Penalty if imposed by the Railways on account of overloading has to be borne by the customer.</p> <p>Any delay due to non-compliance of the aforesaid clauses will be loaded on the Customer account.</p>
21	<u>WEIGHMENT:</u>	Materials shall be weighed at ISP's Electronic Weighbridge for both tare and gross weight. The same will be binding for all purposes and calculations
22	<u>PENAL ACTION</u>	All views concerning payment, lifting time, lifting performance vis-à-vis availability of material, etc., will be at the discretion of the SAIL-ISP.
23	<u>ABANDONED GOODS</u>	<p>The customer must affect complete removal of the goods from the site within the specified time. In case goods are not removed in full, within the specified/ extended date, work 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.</p> <p>On treatment of materials as Abandoned Goods, in addition to the forfeiture of the left-over quantities and the corresponding material value as per SAIL GTC-SA-2017, the Security Deposit shall also stand forfeited in full.</p> <p>SAIL - ISP 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 customer will have no claim on goods treated as "Abandoned Goods". In addition to forfeiting such abandoned goods & corresponding material value, the initial deposits and the price, if any, paid by the purchaser, they (Purchaser) shall 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>

24	<u>EXTENSION IN DELIVERY PERIOD</u>	<p>THE EXTENSION OF VALIDITY PERIOD IS SOLE PREROGATIVE OF ISP</p> <p>Any extension will be given by IISCO Steel Plant based on the merit of the case</p> <p>On Customers' request, extension in Delivery Period may be considered as follows</p> <p>In case the customer fails to complete delivery of material within delivery period mentioned in the Delivery Order, the extension in delivery period may be allowed on the merit of the case by ISP against payment of penalty @0.25% per day on the basic material value of balance quantity of the delivery order provided that the customer has lifted 50% of the Delivery Order Quantity within the Validity period of delivery order. GST @ 18% on the penalty amount shall be applicable.</p> <p>If the customer fails to lift less than 50% of the Delivery Order Quantity within the validity period of Delivery Order, the extension in delivery period may be allowed on the merit of the case by ISP against payment of penalty @0.5 % per day on the basic material value of balance quantity of the delivery order. GST @ 18% on the penalty amount shall be applicable.</p> <p>The extension in Sales/deliver Order validity period will be allowed only once and the period of extension will not exceed the original Validity period of Delivery Order. Failing to lift the material even after one extension will result in forfeiture of the balance material value.</p> <p>In case the delay in delivery of material is not attributable to the party, which the executing department has to certify, extension in delivery period may be allowed without penalty.</p> <p>If the customer does not lifts/ takes the dispatch the goods from the site within the delivery order or as per time extension issued by SAIL, the left-over quantity will be treated as cancelled and treated as ABANDONED GOODS at the risk and cost of the customer. In such cases, in addition to forfeiting such abandoned goods, the Security Deposit (SD) will also be forfeited.</p>
25	<u>SAFETY</u>	<u>TO BE FOLLOWED AS PER ANNEXURE- F</u>
26	<u>OTHERS</u>	<p>The buyer shall ensure that proper discipline and decorum is maintained by the workmen/ employees employed by or through him at work in and around the plant site of the Company.</p> <p>The buyers will be held responsible for any acts of irregularity / misconduct by his authorized representative or persons engaged by them or his authorized representative for working out the sale / delivery order. Any irregularity / misconduct may lead to forfeiture of Security Deposit (SD) or Earnest Money Deposit or both, cancellation of " Sale / Delivery Order" and / or stoppage of further business dealing in addition to legal action. In case the buyers remove any material not covered by the order/ description, the company shall be entitled to summarily terminate the contract and forfeit the security deposit and such other amounts that may be lying with SAIL/ ISP without prejudice to other rights.</p> <p>On treatment of materials as Abandoned Goods, in addition to the forfeiture of the left-over quantities and the corresponding material value as per SAIL GTC-SA-2017, the Security Deposit shall also stand forfeited in full.</p>
27	<u>GENERAL TERMS & CONDITIONS</u> <u>A) INTRODUCTION</u>	

This Online Forward Auction is being conducted for M/S Steel Authority of India Limited (hereinafter referred as the “Client”) on the Service Provider Platform (hereinafter referred as “Service Provider”).

“The General Rules and Regulations governing conduct of Online Forward Auctions” provided herein govern the conduct of online forward auctions arranged by the Service provider on its Auction Platform. These rules cover the **roles and responsibilities** of the parties in the online Forward Auctions on the Auction Platform. Acceptance in-toto to “SAIL GTC-SA-2017 (General Terms & Conditions of Sale from Plants/Units of SAIL for sale through Online Auction/Forward Auction (OFA)”; “General Rules and Regulations governing conduct of Online Forward Auction” and Special Terms and Conditions for Sale of Materials of the respective Plant/Unit, is a pre-requisite for securing participation in the online auction.

The key terms pertaining to the online Forward Auctions are provided in the “Annexure-C”. Prospective bidders are advised to read through the same.

B) ROLE OF “SERVICE PROVIDER”

1. Service Provider is the agency (operator) primarily providing the service of the Forward auction to the client.
2. **Collection of EMD for SAIL Plant/Unit other than CMO**

ONETIME EMD

On acceptance of bid rate by the competent authority the EMD will be forwarded to the Plant/Unit. The Service Provider will retain the EMD of all bidders and will refund the EMD of all unsuccessful bidders/successful bidders whose bid rates have not been approved by the competent authority within 7 (seven) working days of the auction.

The Service Provider will check the validity of EMD with respect to expiry date of Demand Draft /Pay order /Banker’s Cheque.

PERMANENT EMD

The Service Provider shall update the list of permanent bidders at their end and shall forward the EMD to the respective Plant/Unit.

The Permanent EMD shall be refunded to the bidder by the Plant/Unit only after clearance from the Service Provider.

3. Defining of bidding rules for each auction in consultation with the client.
4. Educating bidders about the auction mechanism and bidding rules.
5. Input of the Auction items and defining the bidding rules in the auction engine.
6. Providing access to the approved bidders to participate in the Auction.
7. Summarizing the Auction proceedings and communicate the outcome to the Client.

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.

C) ROLE OF “BIDDER”

The role of the bidder is outlined below:

The bidder would participate in the auction with the aim of bidding to secure the auctioned item in the auction. The bidder would be provided access to the Auction through a 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 allocated to them by the Service Provider 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 SAIL GTC-SA-2017(General Terms & Conditions of Sale from Plants/Units of SAIL for sale through Online Auction/Forward Auction (OFA)), General Rules & Regulations

governing conduct of Online Forward Auctions, Letter of Interest and Special Terms & Conditions of Sale if any. Payment of Earnest Money Deposit (EMD) as decided by the client minimum 1 working day before the start of the Forward auction will be one of the necessary conditions for participating in the auction.

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 bid shall render the bidders liable for penal action as deemed fit by Client / Service Provider.

In the event of winning an allotment in the auction mechanism, the bidder shall commit to fulfill outlined obligations under the contract.

The bidder shall bid on the terms specified by the client & place his/their bids in the auction engine in the manner specified by "Service Provider". The bidders shall not stipulate any conditions on his/their own unless the terms of the Client (in the Client "Terms & Conditions) explicitly 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.

D) BIDDING RULES

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:

1. Definition of the unit bidding
2. Start Time and duration of the auction
3. Any extension of the duration of the auction in the event of bids being received towards the end of the pre-specified duration
4. Price Increments and any reduction in the price increment in the auction in the event of inactivity
5. Start Bid Price
6. Specified Unit for Bidding
7. Other attributes (informational/non-negotiable in nature)

While it shall be the endeavor of Service Provider to specify these rules at the earliest for each online bid, the Service Provider shall have the right to delay the announcement of these bidding rules or modify rules specified earlier at the time of the online Bid. These details would be available to the bidders on the Auction Engine at the time of bidding.

Participation in the auction process presumes complete awareness and understanding of the bidding rules.

E) CONDUCT OF THE AUCTION

Only those bidders who have been approved by the Client and/or handed over stamped and manually signed "SAIL-FAI(General Terms & Conditions of Sale from Plants /Units of SAIL for sale through Online Auction/Forward Auction(FA))" "General Rules and Regulations governing conduct of Online Forward Auctions" Letter of Interest, Special Terms & Conditions of Sale if any and the necessary EMD amount to the Service Provider in case of plant/unit other than CMO at least 1 day prior to start of the online auction will be given User –id and password to enable them to view and participate in the online auction. In case of CMO, stamped and manually signed "SAIL-FAI (General Terms & Conditions of Sale from Plants /Units of SAIL for sale through Online Auction/Forward Auction (OFA) "; "General Rules and Regulations governing conduct of Online Forward Auctions" Letter of Interest, Special Terms & Conditions of Sale if any and the necessary EMD amount shall be submitted to CMO branch sales office. However, a time of 5 working days in case of regular items and 8 working days in case of idle assets and non-regular items shall be provided for in-between the date of the online auction notice and the date of conduct of online forward auction.

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" And "Auto Extension Facility" shall be specified separately for each Auction.

- Service provider reserves the right to cancel or reschedule the auction with the approval of the
- Competent Authority of the respective Plant/Unit on any of the following reasons:
- 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 accepted which are equal to or below any start Bid Price.
- Any other reason which in the opinion of Service Provider / Client requires such action to be initiated.

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:

- a. on the advice of the Client or
- b. 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.

OR

Due to Auto Extension during the Auction, duration may increase from specified period.

In the event of any problems being faced in the smooth conduct of the auction, the Service Provider with the approval of the Competent Authority of the respective Plant/Unit shall have the right to undertake one or more of the following steps:

- Cancellation/ premature termination of the auction with/ without a subsequent rerun of the auction on a mutually decided date Cancellation of a bid
- Lock / deactivate a bidder's account (suspension of operations in the account), etc.

In case of failure of net connection, bidder will give his/their 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. 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. However, the bids received through online auction platform shall only be acceptable. Bidder will be bound by the price offered.

F) LIABILITY OF "SERVICE PROVIDER"

"Service Provider" shall not be liable to the client/ bidders participating in the auction or any other person(s) for:

- 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.

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 the 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.

G) 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.

H) CONFIDENTIALITY CLAUSE

The Service Provider undertakes to handle any sensitive information provided by the client or confirmed bidders for the auctions conducted with utmost trust and confidentiality.

I) 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 material is being made available/ sold Signed in acceptance of the above terms and conditions

Supply shall be subject to General terms & Conditions stipulated in this Catalogue along with General Terms and conditions for sale & auction from plants / units of SAIL (SAIL GTC-SA: 2017)

However, bidder's participation in the On-Line Forward Auction will itself construe their acceptance of all the terms and conditions of this On-Line Forward Auction. Notice. The company reserves the right to accept or reject any or all bids without assigning any reason whatsoever and is not bound to accept the highest rate.

In case the Successful Bidder or his representative working for and on behalf of the buyer is found involved in any unauthorized or wrongful removal of materials not sold to him, or in any attempt for such removal, this shall amount to breach of contract caused by the buyer and ISP shall be entitled to forfeit the entire Security Money and any other amount, money or materials that may be lying with ISP at the risk and cost of the buyer. The buyer shall be further liable for all the loss that might be caused to ISP on account of such unauthorized / wrongful removal. In such an event, ISP shall ban business dealings with such buyer. The decision of ISP management shall be final and binding on the buyer in all such cases.

Final bids given by the "Successful Bidder" (H1 bidder) in the online auction process shall be kept valid for 60 days from the date of online forward auction for acceptance by the Management.

SAIL-IISCO Steel Plant reserves the right (with approval of competent authority, as per delegation of power) to accept or reject any or all the bids or to apportion the materials in any manner deemed fit and this decision shall be final

In case where the bids given by the customers in the OFA are not acceptable to SAIL-ISP Management, the One-Auction EMD of the Un-successful bidder(s) shall be refunded by M/s. Metal Junction

Letter of Acceptance / Offer Letter will be issued to the successful bidder(s) whose bid(s) are acceptable to the management.

It is advisable to mention the name of the bidder, their address, phone / E-mail/Fax no. correctly for proper communication. SAIL- ISP shall not be responsible / liable for non-receipt of offer or any related correspondence, in case of any mistake in the communication address or contact nos.

The name and address along with the PIN of the consignee to be clearly mentioned. The PIN to PIN distance in Kilo Meter between ISP Burnpur (713325) has to be mentioned for e-weigh bill. No change in the name of the consignee shall be permissible

The billing will be made on the basis of actual weight recorded in delivery challan at the time of dispatch & this weighment will be treated as Firm & Final for necessary payment. Hence, the weighment mentioned in the delivery challan will be the only basis of charging for all final calculations with respect to that particular lot of this e-auction.

In case of delivered quantity is more than the indicative weight of that particular lot and, then the purchaser has to pay the balance amount for the excess quantity (including all duties & taxes) within next working day. Till that period the delivery challan will not be issued & the vehicle with the excess material will be retained. However, SAIL-ISP is not liable to take any responsibility regarding any charges, related to the delay of the vehicle. All demurrage, wharf age charges, if any, for delay would be on account of the successful bidder(s).

	<p>In case of delivered quantity is less than the indicative weight of that particular lot, then SAIL-ISP will refund the excess amount after due reconciliation.</p> <p>Delivery Order (DO) will be issued only after receipt of full advance value (along with the Security Deposit wherever applicable) of the materials on the basis of indicative weight, including duties, taxes & levies, as applicable, for road/rail dispatches as per clause-11</p> <p>In the event of failure on the part of the party to pay the due amount including duties and taxes against ANY/ALL lot(s) within the specified period clause No-10 will be applicable. Successful bidders will have to lift the entire materials of the lot(s) on “As is where is” and “No complaint” basis regarding material quality/ physical properties/ chemical analysis & it uses within the specified date mentioned in the Delivery Order (DO). In other words, no complaint with regard to quality, quantity, specifications, chemical analysis etc. of the materials will be entertained after the highest bid has been finalized. Bidders have to make their own arrangement for transportation of materials, purchased by them, from the site of the lot(s).</p>
28	<p>SPECIAL TERMS & CONDITIONS OF SALE OF MATERIALS (SPECIFIC TO INDIVIDUAL FA)</p> <p><u>PARTICIPATION AND BIDDING:</u></p> <ol style="list-style-type: none"> 1. Each Lot under sale as mentioned in the Auction Notice shall be treated as a separate unit for the purpose of bidding / deciding the online forward auction. No monetary adjustments shall be possible from one lot to another. Clause 6.3 of SAIL GTC-SA-2017 shall stand modified to this extent. 2. Temporary Customers shall ensure that the earnest money deposit (EMD) is not less than the amount required against each lot / item. 3. Bidders shall bid Unit Rate (Rs. Per Unit) exclusive of all taxes, duty and other statutory levies like Tax Collection at Source (TCS), freight, cutting/ bending/ handling charges as applicable. All duties, taxes and statutory levies, as applicable, at the time of delivery shall be paid by the buyer as extra. This shall supplement clause 7 of SAIL GTC-SA-2017.
	Sd/-
	AGM/ DGM (MM) MKTG. SAIL IISCO STEEL PLANT

DEFINITION OF KEY TERMS

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.

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.

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.

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.

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

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.

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).

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.

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.

DEFINITION OF KEY TERMS

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:

- 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.

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.

End of the Auction.

End of the Auction refers to the termination of the auction proceedings signaling an end to the price discovery process.

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.

**AGM/ DGM (Marketing)
IISCO, BURNPUR**

ANNEXURE- C
(MANDATORY TO FILL)

LETTER OF INTEREST

(ALL DATA MUST BE FILLED UP/ ELSE IT WILL BE NOT BE CONSIDERED)

To
AGM/ DGM (MM, MKTG)
SAIL-IISCO STEEL PLANT

THROUGH: M/s. Metal Junction Services Limited

1	NAME AND ADDRESS OF THE COMPANY CONTACT PERSON & NUMBER	
2	ONLINE FORWARD AUCTION REFERENCE WITH DATE	
3	DETAILS OF MATERIAL (LOT NOS)	
4	SUBJECT FOR LOI	

Dear Sir,

4. We are interested in participating in the Online Forward Auction notified vide your notice under above reference, Ex SAIL-ISP Burnpur and lifting to be done Ex-SAIL-ISP Burnpur. We also agree to abide by all the instructions contained in the indicated Online Forward Auction Catalogue below, General Rules and Regulations governed in Conduct of Online Auction, invitation to online forward auction notice, your special terms and conditions, your General Terms and Conditions and ISP's standard road dispatch procedure for Sale of Material by SAIL-ISP, Burnpur.
5. We are hereby submitting the interest free "Permanent EMD" in favour of "SAIL- IISCO STEEL PLANT", with Bank: **STATE BANK OF INDIA, BURNPUR /ASANSOL Account No, 10981831604, ISFC code: SBIN0000049**

NEFT / RTGS VIDE UTR NO WITH DATE	
PERMANENT EMD AMOUNT	

OR

We are hereby submitting the Earnest Money Deposit (EMD) "As single auction EMD/One-time EMD" (In metal junction's Virtual Account) as mentioned below

NEFT / RTGS VIDE UTR NO WITH DATE	
EMD AMOUNT	

6. We agree to offer our best bid in Rupees per MT ex-works of SAIL-ISP Burnpur for each lot separately in the auction process, exclusive of Central with Cess, Sales Tax, Royalty and other Statutory Levies if any, as applicable and hold the same valid for 60 days for acceptance of the bid from the date of e-Auction.

1	BENEFICIARY NAME	METALJUNCTIONSERVICES LIMITED
2	BANK NAME / BRANCH NAME	HDFC BANK LTD/ Sandoz Branch, Mumbai
3	ACCOUNT NO. (Please Mention Virtual A/c No.)	VAN - MJ8888
4	IFSC CODE	HDFC0000240
5*	Distance from ISP BURNPUR (PIN: 713325) To Consignee Address (In Kms) (PIN TO PIN)	KMS
6*	Railway Siding Detail (In Case of Rail Loading)	
*IMPORTANT NOTE:		
<ul style="list-style-type: none">• ALL DOCUMENTS IN ANNEXURE C SHOULD BE SIGNED BY FIRM PROPRIETOR. IF ANY OTHER PERSON IS SIGNING ON BEHALF OF THE FIRM PROPRIETOR, THEN AUTHORISATION LETTER ISSUED BY THE PROPRIETOR ALONG WITH STAMP IN FIRM LETTER HEAD MUST BE ATTACHED• SELF-ATTESTED, PAN, ECC, BANK DETAILS & GSTN COPY OF BOTH CUSTOMER AND CONSIGNEE TO BE ENCLOSED/ ATTACHED. HARD COPY TO BE SUBMITTED.• IF PAN CARD IS NOT IN THE NAME OF CUSTOMER, OWNERS, THEN PROOF IS REQUIRED IN FORM OF A STOCK CERTIFICATE/ A BILL OF SALE/ THE MEMORANDUM OF ASSOCIATION)• LOI SHOULD BE SIGNED BY FIRM PROPRIETOR. IF ANY OTHER PERSON SIGNING ON BEHALF OF THE FIRM PROPRIETOR, THEN AUTHORISATION LETTER ISSUED BY THE PROPRIETOR MUST BE ATTACHED. GSTN COPY OF BOTH CUSTOMER AND CONSIGNEE TO BE ATTACHED• GST WILL ALSO BE APPLICABLE IN LOADING CHARGES		
PLACE	DATE	
Enclosure: 2) Annexure A, B, & Invitation to OFA duly stamped & signed on each page.	Name and	Yours faithfully, Signature of authorized Person. (With Company's Seal)
Please mail us the LOI at : avijit.mukherjee@mjunction.in, abhishek.chakraborty@mjunction.in, arif.sohel@mjunction.in, anup.sarkar@mjunction.in		

FORMAT FOR CUSTOMER MASTER

(ALL DATA MUST BE FILLED UP/ ELSE IT WILL BE NOT BE CONSIDERED)

To
AGM/ DGM (MM, MKTG)
SAIL-IISCO STEEL PLANT

THROUGH: M/s. Metal Junction Services Limited

Dear Sir,

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

1	NAME OF THE CUSTOMER	
2	ADDRESS OF CUSTOMER	
3	NAME OF CONSIGNEE	
4	ADDRESS OF CONSIGNEE	
5	STATUS	COMPANY / NON-COMPANY
6	ORGANISATION TYPE	GOVT / PSU / PVT / RLY / IPT / SUBSY
7	NAME OF THE CONTACT PERSON AND DESIGNATION	
8	CONTACT DETAILS (MOBILE)	
9	E -MAIL PARTICULARS	
10	PAN NO	
11	GST NO OF CUSTOMER	
12	GST NO CONSIGNEE	
13	DISTANCE FROM ISP (PIN -713325) TO CONSIGNEE ADDRESS	KILOMETERS
14	BANK NAME	
15	BANK A/C NO	
16	BANK BRANCH	
17	IFSC CODE	
18	ANY OTHER INFORMATION	
*IMPORTANT NOTE: <ul style="list-style-type: none">ALL DOCUMENTS IN ANNEXURE C SHOULD BE SIGNED BY FIRM PROPRIETOR. IF ANY OTHER PERSON IS SIGNING ON BEHALF OF THE FIRM PROPRIETOR, THEN AUTHORISATION LETTER ISSUED BY THE PROPRIETOR ALONG WITH STAMP IN FIRM LETTER HEAD MUST BE ATTACHEDSELF-ATTESTED, PAN, ECC, BANK DETAILS & GSTN COPY OF BOTH CUSTOMER AND CONSIGNEE TO BE ENCLOSED/ ATTACHED. HARD COPY TO BE SUBMITTEDIF PAN CARD IS NOT IN THE NAME OF CUSTOMER, OWNERS, THEN PROOF IS REQUIRED IN FORM OF A STOCK CERTIFICATE/ A BILL OF SALE/ THE MEMORANDUM OF ASSOCIATION)		
PLACE	DATE	
Enclosure: 2) Trade License along with GST registration certificate, PAN & Excise registration copies.	Yours faithfully, Name and Signature of authorized Person. (With Company's Seal)	
IMPORT NOTE: 3) The Customer and Consignee GSTN number should be valid and active on the date of auction 4) For Rail Transport The railway siding and valid email to receive Electronic RR should be mentioned Please mail us the LOI at : avijit.mukherjee@mjunction.in , abhishek.chakraborty@mjunction.in , anup.sarkar@mjunction.in		

ANNEXURE- C
(MANDATORY TO FILL)

TO
AGM/ DGM (FINANCE)
CASH SECTION
SAIL-IISCO STEEL PLANT

SUB: - PAYMENT THROUGH E-PAYMENT SYSTEM

Dear Sir,

We are giving our consent for making all the payments through e-payment System directly to our Bank a/c. The details of information required for transfer of Funds are given below:

1	NAME OF THE CUSTOMER
2	ADDRESS & TELEPHONE NO.
3	E-MAIL ADDRESS (IF ANY)
4	PARTY CODE (TO BE FILLED BY ISP)
5	NAME OF THE BANK
6	NAME OF THE BRANCH
7	BRANCH CODE
8	ACCOUNT NO.
9	IFSC CODE OF THE BRANCH (PRINTED ON CHEQUE LEAVE)
NOTE: MANDATORY TO FILL	
<ul style="list-style-type: none">KINDLY ENCLOSE A CANCELLED CHEQUE FOR YOUR BANK DETAILS REFERENCECUSTOMER HAS TO SEND THIS FORMAT IN THEIR LETTER HEAD DULY AUTHENTICATED BY CONCERNED BANK ALONG WITH OTHER REQUIRED DOCUMENTS.	
PLACE	DATE
Yours faithfully,	
Countersigned by the Concerned Bank (with Rubber Stamp)	Name and Signature of authorized Person. (With Company's Seal)
Please mail us the LOI at : avijit.mukherjee@mjunction.in , abhishek.chakraborty@mjunction.in , anup.sarkar@mjunction.in	

INDEMNITY BOND

(To be submitted along with Offered Amount)

(To be executed on a non-judicial stamp paper of Minimum Rs. 100/-)



This deed of Indemnity executed DD day of MM/ YYYY at PLACE by M/s NAME OF THE FIRM having its registered office at ADDRESS OF THE FIRM, through M r. NAME OF FIRM REPRESENTATIVE son of FATHER'S NAME OF FIRM REPRESENTATIVE, resident of ADDRESS OF FIRM REPRESENTATIVE as the authorized representative, hereinafter referred to as the 'INDEMNIFIER', the expression which shall, unless repugnant to the context or meaning thereof, include its administrators, successors, representative and assignees in favour **M/S SAIL- IISCO STEEL PLANT** having its registered office at, **Burnpur-713325, West Bengal**, hereinafter referred to as the 'INDEMNIFIED', the expression which shall, unless repugnant to the context or meaning thereof, include its administrators, successors, representative, and assignees.

WHEREAS the indemnified herein has awarded [Offer Letter/ Letters], / [Delivery Order/ Orders] issued by M/s SAIL- IISCO Steel Plant, Burnpur, West Bengal -713325 as mentioned in the Authorization letter/ Letters issued M/s NAME OF THE FIRM from time to time in year 2021 having its registered office at ADDRESS OF THE FIRM, to collect the material as described in the Offer letter/ Delivery order issued by M/s SAIL- IISCO Steel Plant

(INDEMNIFIER)

NAME OF FIRM REPRESENTATIVE

Aadhar Card No:

(NOW THIS BOND WITNESSETH AS UNDER)

THAT as per Clause 26, Clause 27 & Clause 28 of the SAIL- GTC-SA-2017 (General Terms & Condition for Sale & Auction) of the [Offer Letter/ Letters] , / [Delivery Order/ Orders] issued from time to time in year 2021, as mentioned in the table given below to M/s **NAME OF THE FIRM** or its heirs/ representatives or assignees thereunder) agrees to indemnify and save SAIL-IISCO Plant of all the liabilities load in conjunction with the following provisions of the Indemnity Bond as provided here in under covered in the listed [Offer Letters] / [Delivery Orders]

SL	[Offer Letter] / [Delivery Order] Number	Dated	Authorisation letter No	Authorisation letter Date	Signature of Authorised Representative
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
14					
15					

That M/s **NAME OF THE FIRM** (or its heirs/representatives or assignees)/ Authorised Firm/ Representative, in addition to the above stated stipulations, hereby further undertakes to indemnify M/s. Steel Authority of India Ltd- IISCO Steel Plant (or its heirs/representatives or assignees) against all proceedings, expenses, claims, damages, compensation, losses and liabilities whatsoever that may arise by reason of any violation of any provision of the contract.

(INDEMNIFIER)

NAME OF FIRM REPRESENTATIVE

(NOW THIS BOND WITNESSETH AS UNDER)

(NOW THIS BOND WITNESSETH AS UNDER)

\THAT as per Clause 26, Clause 27 & Clause 28 of the SAIL- GTC-SA-2017 (General Terms & Condition for Sale & Auction) of the [Offer Letter/ Letters] , / [Delivery Order/ Orders] issued from time to time in year 2021, as mentioned in the table given below to M/s **NAME OF THE FIRM** or its heirs/ representatives or assignees thereunder) agrees to indemnify and save SAIL-IISCO Plant of all the liabilities load in conjunction with the following provisions of the Indemnity Bond as provided here in under covered in the [Offer Letters] / [Delivery Orders] listed above in Page#2

- 1) During the period the M/s **NAME OF THE FIRM** / Our Authorised firm's/ Representative's workers deputed within the plant / unit premises, will be governed by the Labour laws and rules, Factory Act and rules and SAIL Plant / Unit's Security rules and safety rules as applicable and it shall be the responsibility of the M/s **NAME OF THE FIRM** / Our Authorised firm/ Representative to ensure that the statutory provisions are complied with fully.
- 2) The M/s **NAME OF THE FIRM** / Our Authorised firm/ Representative shall provide and ensure proper use of safety appliances by his personnel. M/s **NAME OF THE FIRM** / Our Authorised firm/ Representative shall be liable for any damages or compensation payable in respect of or in consequence of any accident or injury to any of the personnel employed by the M/s **NAME OF THE FIRM** / Our Authorised firm/ Representative or his subcontractor. The M/s **NAME OF THE FIRM** / Our Authorised firm/ Representative shall at all times indemnify SAIL against all claims, or compensation under the provision of Workman's Compensation Act, 1923 or any other law for the time being in force.
- 3) M/s **NAME OF THE FIRM** / Our Authorised firm/ Representative shall take full responsibility of ensuring compliance of the safety norms right from the initial stage as well as providing safe working conditions to his workmen and / or any other persons employed by him at site i.e. either inside the plant / unit or outside SAIL's premises. M/s **NAME OF THE FIRM** / Our Authorised firm/ Representative shall also ensure that the safety and health of the employees, plant / unit and any other property of the company, as well as other contractors working in the vicinity are not affected by his activities. M/s **NAME OF THE FIRM** / Our Authorised firm/ Representative will also ensure that all equipment and other materials / supply etc. brought by him at site i.e. either inside the plant / unit or outside SAIL's premises as per the terms of the contract are safe to the workmen in accordance with the relevant Act (including its latest amendments).
- 4) SAIL will be indemnified against any accident / injury to the workmen deployed by M/s **NAME OF THE FIRM** / Our Authorised firm/ Representative or engaged by SAIL and damage to plant / unit & machinery that may occur in course of loading of materials and M/s **NAME OF THE FIRM** / Our Authorised firm/ Representative shall provide safety appliances as required to the workforce at his cost.
- 5) M/s **NAME OF THE FIRM** / Our Authorised firm/ Representative shall supply all types of safety appliances and maintain the same in good working conditions. The M/s **NAME OF THE FIRM** / Our Authorised firm/ Representative shall appraise the site personnel in regard to various risk and hazards associated with their job. In addition, M/s **NAME OF THE FIRM** / Our Authorised firm/ Representative shall also include safety consciousness amongst his personnel and provide necessary training.

(INDEMNIFIER)

Continued

- 6) The M/s **NAME OF THE FIRM /** Our Authorised firm/ Representative shall take full responsibility for accidents caused due to his / her or his agent's or employee's negligence or carelessness in regard to observance of the safety requirement and pay compensation for injuries / loss of life as per statutory rules promptly.
- 7) The M/s **NAME OF THE FIRM /** Our Authorised firm/ Representative shall be fully responsible for the safety of his workmen and employees. The M/s **NAME OF THE FIRM /** Our Authorised firm/ Representative shall however, follow all instructions and direction that the Safety Engineering Department of the concerned Plant / Unit may issue from time to time in regard to safety measures and shall be responsible for reporting without delay all accidents, however and where ever occurring in the works to the Safety Engineering Department of the concerned Plant / Unit. The M/s **NAME OF THE FIRM /** Our Authorised firm/ Representative shall also assist the said department in regard to the enquiry and implementation of safety measures.
- 8) The M/s **NAME OF THE FIRM /** Our Authorised firm/ Representative shall abide by the security as well as Safety rules of the Company as may be obtained by the competent authority of the Company from time to time.
- 9) In the event of violation of safety requirements, the Plant/Unit may direct stoppage of work and direct the M/s **NAME OF THE FIRM /** Our Authorised firm/ Representative to remedy the defects or supply the facility / equipment as the case may be. The M/s **NAME OF THE FIRM /** Our Authorised firm/ Representative shall not proceed with the work until he has complied with such directions to the satisfactions of the Concerned Authority / Safety Dept. The above provisions are also without prejudice to any other right that the Plant/Unit may have against the M/s **NAME OF THE FIRM /** Our Authorised firm/ Representative for contribution or any other action including recovery of any damage that may be caused to or suffered by the company either under relevant statute or any other law of India as may be applicable, in the facts and circumstances of an individual case in the event of any injury to any person who may be either an employee of the company or a contract Labour or any other person within the premises of the company's factory / mines for any act of omission by or on behalf of the M/s **NAME OF THE FIRM /** Our Authorised firm/ Representative in relation to the discharge of obligation for the M/s **NAME OF THE FIRM /** Our Authorised firm/ Representative under the contract.
- 10) Where applicable and loading / dismantling / processing of the lot is allowed, the M/s **NAME OF THE FIRM /** Our Authorised firm/ Representative shall be responsible for security / safety of the workmen like the lifters, labours, drivers of on Truck/ Trailer/ Tanker, loaders etc., engaged by him, for which M/s **NAME OF THE FIRM /** Our Authorised firm/ Representative shall have to observe all safety rules inside the company premises and Plant / Unit shall in accordance with this condition accepted by M/s **NAME OF THE FIRM /** Our Authorised firm/ Representative, stand indemnified against any accident / injury to the workmen deployed by him, that may occur in course of processing, dismantling, handling, loading, transportation etc. of the material. M/s **NAME OF THE FIRM /** Our Authorised firm/ Representative shall provide safety appliances to the workforce at his cost.
- 11) It shall be the responsibility of the M/s **NAME OF THE FIRM /** Our Authorised firm/ Representative for effecting necessary insurance under the Indian Workmen's Compensation Act, Third Party Liability Insurance or any other insurance in accordance with the relevant laws and regulations, at his own cost.

(INDEMNIFIER)

Continued

- 12) SAIL shall not be responsible for any damage to the on Truck/ Trailer/ Tanker / other handling equipment etc. suffered by the M/s **NAME OF THE FIRM /** Our Authorised firm/ Representative while executing the contract. The M/s **NAME OF THE FIRM /** Our Authorised firm/ Representative in his own interest shall obtain suitable and sufficient cover from underwriters and no claim / correspondence on this account shall be entertained by SAIL.
- 13) The M/s **NAME OF THE FIRM /** Our Authorised firm/ Representative 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 M/s **NAME OF THE FIRM /** Our Authorised firm/ Representative shall assume responsibility for and shall indemnify and save SAIL 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 such statute, ordinance, law, rules, regulations or for which the M/s **NAME OF THE FIRM /** Our Authorised firm/ Representative has assumed responsibility under the contract.
- 14) The M/s **NAME OF THE FIRM /** Our Authorised firm/ Representative shall take a third-party insurance covering losses / damage to premises, equipment, machinery and other installation of the SAIL Plant / Unit, wherever applicable, as well as any accidents / deaths of either the SAIL Plant / Unit employees or to the M/s **NAME OF THE FIRM /** Our Authorised firm's/ Representative's workmen. The sum insured / indemnified will depend on cost of equipment, machinery and other installations at the site wherefrom material is to be lifted and / or after dismantling etc. wherever applicable, the number of employees etc. and will be specified in the acceptance of offer / sale order.
- 15) That M/s **NAME OF THE FIRM /** Our Authorised firm/ Representative (or its heirs/representatives or assignees), in addition to the above stated stipulations, hereby further undertakes to indemnify M/s. Steel Authority of India Ltd- IISCO Steel Plant (or its heirs/representatives or assignees) against all proceedings, expenses, claims, damages, compensation, losses and liabilities whatsoever that may arise by reason of any violation of any provision of the contract.

WITNESS:

(INDEMNIFIER)
(Name of Authorized Signatory)

1.

Aadhar Card No

2.

Aadhar Card No

Place:

Date:

AUTHORISATION LETTER

(To be submitted in the letter pad of firm who is Authorizing another person/firm)

To
AGM/ DGM (Marketing), SAIL, IISCO Steel Plant
Burnpur Works, Burnpur – 713325, WB

1.0	DETAILS OF PERSON AUTHORISING A FIRM		
1.1	Name		
1.2	Father's Name		
1.3	Designation	Mobile No	
1.4	Email	Aadhar No (Attach Photo copy)	
I hereby authorize the Firm/ Persons as per the detailed given below and We would request you to extend all possible assistance			
2.0	AUTHORIZING FIRM DETAILS		
2.1	Name of Authorised Firm		
2.2	Address of the Authorised Firm		
3.0	REPRESENTATIVE DETAILS OF AUTHORISED FIRM/ PERSON		
3.1	Name		
3.2	Father's Name		
3.3	Address		
3.4	Designation	Mobile No	
3.5	Email	Aadhar No (Attach Photo copy)	
4.0	DETAILS OF CONTRACT/ SALES ORDER / AUCTION		
4.1	CONTRACT/ SALES ORDER NO & DATE		
4.2	NAME OF MATERIAL		
5.0	AUTHORISATION FOR		
4.3	Collection of Sales Order / Apply & Collect Gate pass / Collection of Invoices/ Collection of RR /Submit documents/ Collect Out Bound plan/ Processing of Material/ Loading in Truck/ Wagon / Collection of Material		
Place			Yours Truly
Date	Stamp of the Firm	Signature with Firm	
Signature of Representative of Authorised Firm		Attested the Signature of Representative of Authorised Firm	
*IMPORTANT NOTE: <ul style="list-style-type: none"> ALL DOCUMENTS IN ANNEXURE C SHOULD BE SIGNED BY FIRM PROPRIETOR. IF ANY OTHER PERSON IS SIGNING ON BEHALF OF THE FIRM PROPRIETOR, THEN AUTHORISATION LETTER ISSUED BY THE PROPRIETOR ALONG WITH STAMP IN FIRM LETTER HEAD MUST BE ATTACHED SELF-ATTESTED, AADHAR CARD, PAN, GSTN COPY OF BOTH PARTIES ARE TO BE ENCLOSED/ ATTACHED. HARD COPY TO BE SUBMITTED IF PAN CARD IS NOT IN THE NAME OF CUSTOMER, OWNERS, THEN PROOF IS REQUIRED IN FORM OF A STOCK CERTIFICATE/ A BILL OF SALE/ THE MEMORANDUM OF ASSOCIATION 			

ANNEXURE- E

ROAD DESPATCH PROCEDURE OF MATERIALS WHICH WILL BE DELIVERED ON WEIGHMENT

Process of Road dispatch currently being followed in SAIL-ISP can be broadly divided into two parts viz. **Preparation of Delivery order (DO) and Entry/Exit of trucks.** These are explained below

1. The ISP laid down procedure for obtaining the valid GATE PASS against Delivery / Sales Order are to be strictly followed.
2. Allowing the vehicle through a particular GATE will be the prerogative of the CISF and it may change from time to time without any prior notification.
3. The lifter and the driver / etc. concerned with the Truck/ Trailer/ Tanker should adhere to the route for empty weighment, load weighment and for unload of extra weight or for reload. The drivers/ Helpers should not roam un-necessary inside the plat area. If any violation or discrepancy is found in the movement of the Truck/ Trailer/ Tanker of the material is found, the concerned customer shall be held responsible and penalty will be imposed as per the prevailing rules from time to time. In case of any discrepancy, decision / suggestion given by Executing authority of concerned plant the concerned safety officer will be final
4. Final Gross Weighment will be taken and necessary entries will be made in the computer. The combined
5. After Gross weighment, the Vehicle should reach Concerned Gate within half an hour. In case of delay beyond the designated time in reaching the Vehicle Gate, without any justifiable reason, the vehicle will be re-weighed in presence of Vigilance representative.
6. The loaded vehicles shall leave from the Company premises within 2 hours of the time of FINAL gross weighment taken at ISP 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, ISP will reserve its rights to take suitable action deemed fit against the Authorized Representative of the Purchaser.
7. **Issuance of Delivery/ Sales order and authenticate the signatures authorised persons (Responsibility: Marketing department):** The customer will authorize maximum two persons to deal with SAIL-ISP, BURNPUR duly attesting their signature. DELIVERY/ SALES ORDER issuing authority at SAIL-ISP, BURNPUR will also authenticate the signatures and send required Documents to concerned plant departments. One of such authorised persons will nominate the transporter / lifter and will attest the signature. Based on such authorisation, signature will be taken on the Original DELIVERY/ SALES ORDER by executing department and delivery will be allowed.
8. Methodology of Entry and Exit of trucks for secondary products. The same is explained below
 - a) **Issuance of Online Loading Program (Responsibility: Loading department):** Loading department issues Online delivery program (ODP) to the lifter. In the ODP, number of vehicles allowed for loading is mentioned.
 - b) **Arrival of Vehicles at the plant gate (Responsibility: Transporter / Lifter/ SRM office/ Marketing department):** Vehicle arrives at the plant gate.
 - c) **Issuance of Online Gate pass (Responsibility: CISF):** On the basis of DO issued by PPC/ marketing department and ODP issued by the loading department. On reporting of Vehicle at the plant gates, CISF also checks all the relevant documents of the vehicles and the drivers. In case of any discrepancy found in documents, CISF does not allow the vehicles to enter the plant. issues Gate pass for vehicles. Printout of gate pass is handed over to the concerned lifter.
9. **Entry of Vehicles Inside Plant premises (Responsibility: CISF):** After thoroughly checking the vehicle, CISF allows the vehicle to enter inside plant premises. CISF will make necessary entries in their register and issue one day gate pass (entry Pass) mentioning Vehicle No. & DELIVERY/ SALES ORDER No
10. **Tare Weighment of vehicles (Responsibility: PPC):** Vehicles then reaches to the concerned (100 T/ 60T / 45T) weighbridge wherein their tare weight is captured. CISF at Weigh Bridge will check that the vehicle is empty. Weighment of vehicles at the weighbridge is done electronically. When vehicle is placed on the weighbridge platform, its weight is automatically transferred into the SAP system. No manual entry is done. A CISF staff is always stationed at the weighbridge. All the activities of weighbridge are carried out in presence of a CISF staff.

ANNEXURE- E

ROAD DESPATCH PROCEDURE OF MATERIALS WHICH WILL BE DELIVERED ON WEIGHMENT

11. **Loading of Vehicles (Responsibility: Concerned loading department):** After tare weight, vehicles move to respective loading point for loading with gate pass. On production of the gate pass, loading supervisor inspects the same and takes print out of the loading tally. Loading is done thereafter by the loading department in presence of CISF staff. Loading tally signed by both loading supervisor and CISF personnel after completion of loading.
12. **Issuance of Online Delivery Advice (Responsibility: loading department):** After completion of loading, loading departments issue Delivery Advice (DA) also called Challan to the concerned lifter
13. **Gross weighment of vehicles (Responsibility: PPC):** Now the vehicle is escorted by CISF staff back to the weighbridge wherein tare weight of taken. On the basis of the challan, weighbridge captures gross weight of the trailer. Weighbridge operators mention gross weight, net weight and time of gross weight into the challan and put his signature on it.
14. **Generation of E-way Bill No. (Responsibility: Finance):** E-way bill is generated by the finance department. Along with gross weight, invoice is automatically prepared in the system. However, printout of invoice cannot be taken until corresponding E-way bill no, is generated.
15. **Handing over Invoice to the Lifter (Responsibility: PPC):** Printout of invoice is generated at the weighbridge and handed over to the concerned lifter.
16. **Signing of Invoice (Responsibility: Finance):** Invoice is signed by a finance staff. One finance staff is always stationed at the weighbridge for signing invoices
17. **Final Exit from Plant premises (Responsibility: CISF)** Then the vehicle moves towards plant gate for exit. On the basis of invoice and challan (DA), CISF allows the trailer to exit from plant.
18. **Vehicle is going out as empty (Responsibility: CISF, loading Department)** In case of unavoidable circumstances if any empty vehicle of the lifter entered through all formalities has to be returned empty, an authorised executive of the loading Department and CISF personnel at the Vehicle gate will jointly inspect over and above re-weighment of vehicle at 60/45T W/B and certify that the vehicle is going out as empty. Circumstances & reasons will be recorded and signed.

Sr. Mgr./ DGM (Marketing)
IISCO, BURNPUR

ANNEXURE- F

SAFETY PRECAUTIONS TO BE ADOPTED DURING LOADING OF PRIMARY AND SECONDARY SALES.

1. ISP Prevailing safety rules will be applicable
2. The lifting has to be carried out from the specified area only.
3. The customer shall have to ensure taking Tenderer's on Truck/ Trailer/ Tanker adequate care so that ISP's property is not damaged.
4. The customer and his men like the labours, drivers of on Truck/ Trailer/ Tanker, loaders have to observe all safety rules and regulations inside the works.
5. All safety equipment and appliances are to be provided to the labours engaged by the customer at his own cost & arrangement.
6. Customers' vehicles should ply only in the routes indicated by ISP/ CISF.
7. The customer shall indemnify ISP against any accident or loss of life.
8. Supply shall be subject to General terms & Conditions stipulated in this Catalogue along with General Terms and conditions for sale & auction from plants / units of SAIL (SAIL GTC-SA: 2017).
9. If for any reasons 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, as applicable for the quantity not delivered.
10. The customer shall have to ensure adequate care of their vehicles so that ISP's property is not damaged.
11. Use of Mobile Phones will not be allowed while driving Vehicles and Cranes within ISP premises failing which, punitive action as deemed fit will be taken against the customer by ISP.
12. Safety precaution during loading of secondary sales/ dismantling of structures issued by GM (safety) wide ref no. Works/safety/184/2/864 dated. 08/12/2016 and works/safety /dismantling/ 865 dated. 09/12/2016 to be strictly followed.
13. The driver of the vehicle is cautioned to drive slowly and carefully bellow 20 kmph inside the plant premises.
14. Delivery quantity should not exceed the booking quantity.
15. The vehicle loading should be as per carrying capacity mentioned in RC book
16. All the moving vehicle will follow the route as directed by CISF Security and Executing Authority.
17. All the drivers/operators must carry valid driving licenses, valid Registration certificate, tax certificate, Fitness certificate and other necessary documents related to moving equipment and produce it to the ISP authority on demand.
18. on Truck/ Trailer/ Tanker, other Filed Machinery without fitness certificate and other statutory clearance will not be allowed inside the plant for transportation purpose.
19. Transportation of materials through Hydra is prohibited inside the plant.
20. Test certificate of lifting tools and tackles must be available during operation.
21. Operator should have updated Medical test and eye test certificate from a MBBS doctor.
22. Helper must be present while reversing of vehicle.
23. Only dedicated signal man should be allowed for signaling.
24. Vehicle must run inside the plant with specified speed limit, otherwise fines will be imposed.
25. The necessary and suitable PPE's must be provided to all the workmen inside the plant by the contractor.
26. No operator/ driver and workmen will be allowed at site in drunken condition.
27. Open/ naked fire is not allowed inside plant for cooking purpose or any other purpose.
28. During lifting of materials from different location of plant, traffic management and control of manpower movement will be completely managed by contractor and his representative.
29. Area should be barricaded and marking should be done during lifting of materials.
30. Only authorised person should be allowed inside the work area.
31. Daily before starting of job visual inspection of lifting tools and tackles should be done to identify any damage, cut, abrasion tear etc. and record should be maintained and one copy should be submitted to executing authority.
32. Functioning of brakes, light, horn, reverse horn, indicator, limit switches, condition of hooks, latches etc. of moving vehicle/ lifting machines/ cranes must be checked on daily basis before starting the job and record should be maintained. One copy should be submitted to executing authority.

ANNEXURE- F

SAFETY PRECAUTIONS TO BE ADOPTED DURING LOADING OF PRIMARY AND SECONDARY SALES.

33. Tool box talk should be conducted by the supervisor on daily basis and record should be maintained.
34. For any hot job (cutting job), arrangement of firefighting equipment will be done the contractor. Flash back arrestor must be fitted on both side of cutting side. (Cylinder side and torch side for both fuel and oxygen cylinder). Before hot job near any gas line permission must be obtained from executing authority in written.
35. Over loading must not be done on any moving equipment.
36. Loose materials must not fall on road during movement of vehicle.
37. Generation of dust should be avoided during loading and unloading.
38. All the lifting tools and machines must be used to its Safe working load.
39. Tag line must be used during shifting of materials from one place to another place.
40. Before handling of liquid oxygen, leakage must be checked. Any combustible materials must not be stored with liquid oxygen. Suitable PPEs must be provided to all the workmen during handling of liquid oxygen.
41. Before handling of any chemical, review the material safety data sheet and educate all the engaged workmen about the hazards associated with the particular chemical and safety precautions while handling the chemicals.
42. Penalty Clause: - Penalty charges will be imposed on defaulting contractor as indicated below:

ANNEXURE-F**VIOLATION OF SAFETY NORMS AND PENALTY**

SL	Type of violation	PENALTY FOR WORKS/ NON-WORKS	PENALTY FOR PROJECTS
1	Occasional safety violations not wearing crash helmet inside the	Rs. 1000/--	Rs. 1000/--
2	Minor safety violations	Rs 6000/- for first violation and Rs 12000/- for subsequent violation	Rs 10000/- for first violation and Rs 15000/- for subsequent
3	Major safety violation	Rs 10000/- for first violation and Rs 20000/- for subsequent violation	Rs 20000/- for first violation and Rs 30000/- for subsequent
4	Near Miss Cases which may lead to Fatal / Permanent disability	Rs 20000/- or 10 % of the contract value whichever is lower per incident	Rs 60000/- or 20 % of the contract value whichever is
5	Fatal / Permanent disability (total loss of earning capacity)	Fine of Rs 5 Lakhs or 20% of the contract value whichever is lower per fatality for a contract up to Rs. 10 Crores. Enquiry Committee shall be formed & further advices like exemplary fine (Over & above the stipulated mandatory penalty given above)/ debaring/ banning/ blacklisting of the contractor will be taken as per recommendations of the committee.	Fine of Rs 6 Lakhs or 20% of the contract value whichever is lower per fatality for a contract up to 10 Crores. Fine of Rs12 Lakhs or 20% of the contract value whichever is lower per fatality for a contract above 10 Crores. Enquiry Committee shall be formed & further advices like exemplary fine (Over & above the stipulated mandatory penalty given above)/ debaring / banning/ blacklisting of the contractor will be taken as per recommendations of the committee.
6	Property damage cases	It any damage is caused to company properties during execution of the job, a committee will be formed to assess re damage and the penalty as suggested by the committee will be deducted from the bill/ security deposit of the contractor	It any damage is caused to company properties during execution of the job, a committee will be formed to assess re damage and the penalty as suggested by the committee will be deducted from the bill/ security deposit of the contractor
<ol style="list-style-type: none"> In adieu to the above if safety norm is found to be violated more than 3 (three) times during the tenure of the contract, ISP will have the discretion to terminate the contract forthwith. Moreover, the defaulted contractor may be debarred from participating in future tenders for the next 1 (one) year. In case of fatal accident occurs during the execution of the contract. a penalty will be imposed on the contractor on the basis of recommendation of a committee constituted by competent authority of ISP on case-to-case basis Apart from the safety lapses a penalty from 1% to max 10% of contract value for each specific complain /unsatisfactory performance and or default during the terms of contract awarded to the successful tenderer, depending upon the nature and extent of such complain/ default etc. will be imposed The aforesaid penalty will be realized from the Bill/ Security Money/ Earnest Money or from other dues of the contractor. For detailed definition of various types violations & penalty to be imposed thereon, please refer to Annexure- 			

ANNEXURE-F**VIOLATION OF SAFETY NORMS AND PENALTY**

	VIOLATIONS COVERED UNDER THE CATEGORY	WORKS/ NON-WORKS	PROJECTS
	<u>PENALTY IN RUPEES</u>		
1	OCCASIONAL SAFETY VIOLATION	Rs. 1000/--	Rs. 1000/--
A	PPE	1. Not wearing crash helmet within the Works Area	
2	MINOR SAFETY VIOLATIONS	Rs 6000/- for first violation and Rs 12000/- for subsequent violation	Rs 10000/- for first violation and Rs 15000/- for subsequent violation
A	EXCAVATION	1. Shuttering not done (below 2-meter level) of excavation. 2. Excavated materials left near the edge of the pit,	
B	ELECTRICAL	3. Proper Board plug 4. Taking shelter behind electrical panel 5. Source of supply/ Danger board not displayed on the Power Distribution Boards (PDB). 7. Cables used with many joints.	
C	MATERIAL HANDLING	8. Guy ropes not used during shifting of material	
D	GAS CUTTING	9. Rolling/ Lifting of cylinder / dragging on the ground (without cage). 10. Gas hose pipe clamping done by wires. 11. LPG Cylinder date expiry I over. 12. Wet bags/ Cover not put on gas cylinder. 13. Loading /unloading of cylinder-cushion not given. 14. Colour coding of gas cutting of hoses not	
E	ARC WELDING	15. Welding with non-standard holder.	
F	PPE	16. Use of Non-ISI marked PPEs	
G	VEHICLE	17. Driving of heavy vehicles on the main road during restricted hour. 18. Parking at unauthorized place. 19. Truck side panel broken.' not OK. 20. No number plate on vehicle. 21. No head / Indicator / Brake light / horn on the vehicle 22. Tires of vehicle having patching / bolting. 23. Un-authorized dumping of material	
H	PERMIT	24. Not putting red flags / stopper. 25. Dismantling of structure without authorized plan	
I	GENERAL	26. Make-shift arrangement for job execution	

ANNEXURE-F**VIOLATION OF SAFETY NORMS AND PENALTY**

	VIOLATIONS COVERED UNDER THE CATEGORY	WORKS/ NON-WORKS	PROJECTS
3	MAJOR SAFETY VIOLATION	Rs 10000/- for first violation and Rs 20000/- for subsequent violation	Rs 20000/- for first violation and Rs 30000/- for subsequent violation
A	HEIGHT	1. Unauthorized entry at height hazardous locations 2. Fall arrester not provided 1 used. 3. Height Pass not made I not available 4. Using bamboo or other non-standard material for scaffolding. 5. Railing not given at platforms or opening of floor. 6. Scaffolding planks not tied. 7. Throwing dropping of material from height. 8. Proper ladder-1 approach not given for working at height. 9. Full body harness (FBH) not wearing. 10. Lifeline of FBH not anchoring. 11. Floor opening left unguarded in the area of work. 12. Working at roof without work permit. 13. Walkway/ cross over path not provided	
B	EXCAVATION	14. barricading of excavated pits. 15. Proper ladder steps not provided for descending ascending 16. Overhanging burden in pit not removed in excavation.	
C	ELECTRICAL	17. Power Cable damped with G.I. wires to post/ Pillar. 18. Power cables tied on reinforce rod structure without proper insulation. 19. Loose connection taken from board without Power cables: electrical wires tying on ground in haphazard manner. 20. Electrical Control Post not provided with Barr-cation / Shelter/ Canopy. 21. Earthing not provided on Electrical equipment. 22. ELCB RCCB not installed on PDB.	
D	MATERIAL HANDLING	23. Use of damaged slings/ tools/ ropes. 24. Fitness certificate of cranes / heavy vehicles lifting tools & tackles not available. 25. Crane rope conditions not Ok. Rope of crane not clamped property	
E	VEHICLE	26. Driving in intoxicated condition. 27. Dropping/ Spillage of material on the road. 28. Violation of approved speed limits during plying on the road. 29. No front / rear wheel guards on Hydra Machine 30. Driving license of operator not available/ Valid	
F	PPE	31. Not wearing safety helmet safety shoes at site. 32. Working in slippers/ barefoot. 33. Hand gloves not used	
G	PERMIT	34. Working without work permit shut down. 35. Unauthorized oxygen tapping 36. Working on ISP installations without permission 37. Critical heavy erection of structures without authorized plan.	
H	STATUTORY RECORDS	38. SWL Certificates of lifting machines/ Statutory equipment's not valid/ available/ details Records not displayed on the equipment's 39. Eye examination records of vehicle/ Crane operators not available. 40. Electrical Authorization not available.	

ANNEXURE-F**VIOLATION OF SAFETY NORMS AND PENALTY**

	VIOLATIONS COVERED UNDER THE CATEGORY	WORKS/ NON-WORKS	PROJECTS
3	MAJOR SAFETY VIOLATION	Rs 10000/- for first violation and Rs 20000/- for subsequent violation	Rs 20000/- for first violation and Rs 30000/- for subsequent violation
I	ARC WELDING	41. Welding machine earthing not done (Double body earthing) 42. Using non-power cable instead of welding cable. 43. Welding cables used with many joints 44. Lugs not provided for connecting cables to Welding machines. 45. Local isolation switches not provided on welding machines. 46. Welding screen not used.	
J	GENERAL	47. Absence of Supervisor at work site. 48. Sleeping adjacent to the Furnace.' Gas prone area. 49. Not having proper gate passes / other area passes. 50. Not reporting of accident. 51. Hand grinders mixer machines without guard.	
K	GAS CUTTING	52. Working with leaking cylinder. 53. Gas cutting without required PPEs. 54. Condition of hose pipe not good. 55. Flash Back Arrester not provided at Torch & Cylinder end.	

ANNEXURE-F**VIOLATION OF SAFETY NORMS AND PENALTY**

	VIOLATIONS COVERED UNDER THE CATEGORY	WORKS/ NON-WORKS	PROJECTS
4	NEAR MISS CASES WHICH MAY LED TO FATAL/ PERMANENT DISABILITY	Rs 20000/- or 10 % of the contract value whichever is lower per incident	Rs 60000/- or 20 % of the contract value whichever is lower per incident
5	FATAL / PERMANENT DISABILITY (TOTAL LOSS OF EARNING CAPACITY)	Fine of Rs 5 Lakhs or 20% of the contact value whichever is lower per fatality for a contract up to Rs. 10 Crores. Enquiry Committee shall be formed & further advices like exemplary fine (Over & above the stipulated mandatory penalty given above)/ debaring/ banning/ blacklisting of the contractor will be taken as per recommendations of the committee.	Fine of Rs 6 Lakhs or 20% of the contract value whichever is lower per fatality for a contract up to 10 Crores. Fine of Rs12 Lakhs or 20% of the contract value whichever is lower per fatality for a contract above 10 Crores. Enquiry Committee shall be formed & further advices like exemplary fine (Over & above the stipulated mandatory penalty given above)/ debaring/ banning/ blacklisting of the contractor will be taken as per recommendations of the committee.
6	PROPERTY DAMAGE CASES	It any damage is caused to company properties during execution of the job, a committee will be formed to assess re damage and the penalty as suggested by the committee will be deducted from the bill/ security deposit of the contractor	It any damage is caused to company properties during execution of the job, a committee will be formed to assess re damage and the penalty as suggested by the committee will be deducted from the bill/ security deposit of the contractor

SAIL GTC-SA-2017

GENERAL TERMS & CONDITIONS

FOR SALE AND AUCTION

FROM PLANTS / UNITS OF SAIL

1 DEFINITIONS:

A reference herein to different expressions / abbreviation used shall mean the following:

- 1.1 "SAIL" shall mean "M/s Steel Authority of India Ltd.," incorporated under the Companies Act, 1956 and having their registered office at Ispat Bhawan, Lodhi Road, New Delhi – 110003, India and their plant / unit, which term or expression unless excluded by or repugnant to the context shall include their successors and permitted assigns.
- 1.2 AN - Auction Notice
- 1.3 NIT - Notice inviting Tender
- 1.4 EMD – Earnest Money Deposit
- 1.5 DD – Demand Draft
- 1.6 PO – Pay Order
- 1.7 BC – Banker's Cheque
- 1.8 RTGS – Real Time Gross Settlement (an online mode of payment)
- 1.9 NEFT – National Electronic Fund Transfer (an online mode of payment)
- 1.10 FA – Forward Auction
(This refers to an on-line auction conducted through the internet wherein different bidders bid simultaneously from one or more locations for buying the item(s) given in an Auction Notice. In other words, the venue for the auction is an Internet web site / platform which is assigned by the Service Provider engaged by SAIL for the purpose of online bidding)
- 1.11 Lot – Physical accumulation of similar or other specified materials put up for sale. Sometimes the word "LOT" is also used as an accounting unit.
- 1.12 SO – Sale Offer
- 1.13 DO/ SO – Delivery Order/ Sales Order
- 1.14 SD – Security Deposit
- 1.15 DA – Dispatch Advice
- 1.16 FOT – Free on Truck / Trailer/ Tanker

- 1.17 FOR – Free on Rail
- 1.18 AIWIB – As is where is basis
- 1.19 Bidder – An individual / business entity intending to buy the item(s) from SAIL by participating in an online auction. A bidder needs to secure prior approval of SAIL for participation in an auction by fulfilling the specified requirements in an Auction Notice issued by SAIL.
- 1.20 Tenderer - An individual / business entity intending to buy the item(s) from SAIL by submitting their offer as per the terms & conditions of Notice inviting Tender (NIT) issued by SAIL.
- 1.21 Permanent Customers– A customer who would like to keep a specified EMD amount as decided by SAIL plant / unit to enable them to participate in all auctions or tenders for sale of material by SAIL.
- 1.22 Temporary Customer – A customer who would submit EMD separately for each lot(s) in an auction or tender to participate in that particular auction or tender for sale of material by SAIL plant / unit.
- 1.23 “The Contract” shall mean and include the following:
- ✓ *SAIL AS1: General Terms & Conditions of Sale from Plants & Units of SAIL*
 - ✓ *Auction Notice (AN) including General Rules & Regulations governing conduct of Online Forward Auction OR Notice inviting Tender (NIT) as applicable*
 - ✓ *Acceptance Offer / Sale Order / Offer letter issued by SAIL*
 - ✓ *Delivery Order / Release Order issued by SAIL and amendments, if any.*
 - ✓ *Any other documents issued by SAIL pertaining to the referred sale.*

2 INSPECTION OF MATERIAL (FOR MATERIAL AVAILABLE ON GROUND):

- 2.1 The bidders / tenderers are advised to inspect the materials before offering their price bids. Interested parties will be permitted to inspect the materials as per dates / duration mentioned in the Auction Notice (AN) / Notice inviting Tender (NIT) as applicable. Necessary entry pass / permission can be obtained from concerned Authority at Plant / Unit. However, due to the Lock down/ COVID 19 and the guidelines provide by the MHA, New entrant will be allowed only after following the Procedure/ SOP/ Guidelines given by the MHA/ State Authority/ Plant from time to time. The bidders in their own interest should inspect the material before submission of their bids on-line. 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.
- 2.2 The bidders / tenderers shall be deemed to have inspected the materials they are bidding for, whether they have inspected the materials or not and that the principle of „Caveat Emptor“ shall apply. The materials offered for sale are on “AS IS WHERE IS”

(AIWIB) and “NO COMPLAINT” basis. The material will be lifted from the site of storage with all faults and errors in description or otherwise, if any. Quantity, quality, size measurement, marks and number stated in the Auction Notice (AN) / Notice inviting Tender (NIT) are approximate and merely indicative. No claim for compensation and warranty or guarantee shall be implied.

- 2.3 If the material under sale is from arising during in the process of production, it may be provided either from the stock or future arising subject to availability.

3 EARNEST MONEY DEPOSIT (EMD):

- 3.1 The customers shall be required to deposit a non- interest bearing EMD for the amount prescribed in auction notice/ tender document.
- 3.2 It will not be possible to adjust earnest money from any other sum of money due from the plant / unit, on account of pending bill, security deposit or earnest money paid towards another auction / tender.
- 3.3 Public Sector Undertakings / Govt. Departments may be exempted from submission of earnest money as per prevailing SAIL / Govt. policy.
- 3.4 EMD will be returned to the unsuccessful temporary bidders / tenderers within seven working days of finalization of H-1 bidder / tenderer. No interest shall accrue on the amount of Earnest Money Deposit.
- 3.5 It must be ensured that the earnest money deposit is not less than the amount required against each lot / item / auction event, as indicated in Auction Notice (AN) / Notice inviting Tender (NIT). In case the earnest money is found to be less than the total amount required against total offered lots / items, the bidder / tenderer shall confirm the lots / items for which he intends to participate. The bidder / tenderer shall not be allowed to participate in the absence of such confirmation.

4 SUBMISSION OF REQUISITE DOCUMENTS (PARTICIPATION IN TENDER OR AUCTION):

- 4.1 Participation of a bidder / tenderer shall be based on submission of requisite documents as per the Auction Notice (AN) / Notice inviting Tender (NIT) to the satisfaction of SAIL.
- 4.2 In case of online forward auctions, the intending customers need to duly sign and stamp each page of:
- ✓ Auction Notice (AN)
 - ✓ SAIL AS 1: General Terms & Conditions of Sale from Plants/Units of SAIL

- ✓ General Rules & Regulations governing conduct of Forward Auction
- ✓ Definition of key terms,
- ✓ Letter of interest cum undertaking

The intending customers shall submit them to the Service Provider or to the designated branch sales offices of SAIL plant/unit as specified in the Auction Notice along with the proof of online (RTGS/NEFT) remittance of requisite amount of EMD to the SAIL plant/unit as stated in the Auction Notice. Thereupon, the Service Provider will issue a user ID and a password to the customer.

Bidders are also requested to change the passwords allocated to them by the Service Provider 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.

- 4.3 Before actual participation, the customers should obtain necessary training from the Service Provider so as to enable them to participate in the online forward auction process, without any difficulty.
- 4.4 In case of tenders, the intending customers need to sign and stamp each and every page of the tender documents, terms and conditions of sale, schedule etc. forming part of the terms as token of acceptance thereof. Offers are to be submitted in the prescribed form / format as detailed in the Notice inviting Tender (NIT). The signature on the tender documents shall be deemed to be acceptance of all terms & conditions of sale & schedule and other documents forming parts of the tender. Tender without earnest money deposit will be summarily rejected.
- 4.5 Any bidder / tenderer giving false information / particulars may be debarred from any future dealings with SAIL as per prevailing procedures of Plants/Units and EMD shall be forfeited rejecting the bids, if already submitted.
- 4.6 The bidder / tenderer shall not be liable to claim any costs, charges, expenses of and incidental to or occurred by him through or in connection with his submission of bids / offers.
- 4.7 Joint participation in bidding / tender by two or more firms shall not be accepted.
- 4.8 Each intending bidder / tenderer shall submit his declaration as to whether the proprietor or any partner of the firm or Director of their Company, as the case may be, has any relation with any employee working in SAIL; and if so, give the name of the employee and the relationship. Information shall also be provided whether any of them has a relationship within the meaning of Section – 6 of the Companies Act 1956 with any of the Directors of SAIL; if so, give details.

5 SUBMISSION OF PRICE-BIDS:

Bidders / tenderers shall submit price-bids in online auction / tender strictly in line with the terms & conditions given in the Auction Notice (AN) / Notice inviting Tender (NIT). The price-bids shall be legally binding on the bidders / tenderers. In case of tender, price indicated by a tenderer in words shall override the price quoted in figures in case there is any mismatch between the two.

6 AWARDS OF CONTRACT:

Online auction will normally be conducted in a single winner format and only one bidder who puts the highest price bid will normally be awarded the item subject to approval of the H-1 price by the Competent Authority. Similarly, in case of tender, the tenderer who quotes the highest price will normally be awarded the item subject to approval of H-1 price by the Competent Authority. However, in exceptional situations of a tie, decision of SAIL shall be final and binding on all customers.

7 VALIDITY OF BIDS:

The price bid / quoted by a bidder / tenderer should remain valid for acceptance by SAIL within the specified number of days from the date of conduct of auction / price-discovery as stipulated in the Auction Notice (AN) / Notice inviting Tender (NIT).

8 WITHDRAWAL OF OFFERS:

Bidders / tenderers must be very careful to submit bids / offers. After submitting bids / offers, they shall not withdraw their bids / offers or modify any terms and conditions thereof, without being asked to do so. Should the bidders / tenderers fail to observe the foregoing stipulation, their earnest money deposit shall be forfeited.

9 ACCEPTANCE / REJECTION OF BIDS/OFFERS:

- 9.1 SAIL reserves the right to re-schedule the date for online auction / opening of price bids at its sole discretion.
- 9.2 SAIL reserves the right to accept or reject any or all the bids / offers and this decision shall be final. Conditional bids / offers will not be considered.
- 9.3 *SAIL also reserves the right to call the H-1 bidder / tenderer for negotiation post price-discovery either through online auction or by opening sealed price- bids if there is a view that the H-1 price submitted/offered by the H-1 bidder is not reflective of the prevailing market rate for similar items/lots.*

10 OFFER/CONTRACT LETTER:

10.1 The successful bidder shall be notified by SAIL through a "Offer/Contract Letter" as an acceptance of price-bid. Such sale offer letter will indicate relevant details viz. description of goods, quantity, accepted rates, sale value along with break-up of various taxes & duties applicable on date, amount of Security Deposit (if applicable) to be submitted, etc. Sale offer letter shall mention clear timelines for depositing the value of goods, security deposit (if applicable) and completing other commercial formalities.

10.2 The "Offer/Contract Letter will be e-mailed / dispatched to the customer or handed over to the authorized representative of customer.

11 SUBMISSION OF INDEMNITY BOND & PAYMENT OF AS PER THE OFFER LETTER

11.1 The customer shall have to submit the Indemnity bond and the Authorisation letter if any in the prescribed format as per Annexure- D. Without submission of Indemnity Bond Sales/ delivery Order will not be issued.

11.2 The customer shall pay the security deposit and the amount against value of materials including taxes & duties applicable within the stipulated time as per details indicated in the Acceptance of offer / Sale order / Offer letter well.

11.3 The customer shall make full payment of security deposit within the stipulated time as per Sale Offer (SO) letter issued by SAIL. There shall be no adjustment of EMD for the purpose of payment of Security Deposit (SD).

11.4 In the event of failure on the part of temporary customer to make full payment of security deposit as per Contract/offer letter, SAIL shall cancel the Contract/offer letter and forfeit the EMD without issuing any prior notice to the customer or assigning any reason thereof. In the event of failure on the part of permanent customer to make full payment of security deposit as per Contract/offer letter, an amount equal and in addition to security deposit shall be payable as default fee.

11.5 The customer will make full payment of sale value of the material within the stipulated time in the Contract/offer letter. For making full payment of Offer/ Contract value to SAIL, a customer may be allowed extension of time, maximum up to 2 (two) weeks, if specified in the Auction Notice (AN) / Notice inviting Tender (NIT). However, in such cases, an additional percentage amount per week or part thereof shall be payable by the customer over and above the original amount. The period of delay on any remaining amount due for payment by the customer, will be reckoned from the original date of payment. A customer shall have no claim for such time extension if such a provision is not specified in the Auction Notice (AN) / Notice inviting Tender (NIT).

- 11.6 EMD of the temporary customer shall be adjusted with the last instalment of Sale Value.
- 11.7 In the event of failure on the part of any customer to make full payment towards Offer/ Contract Value of materials, suitable action as deemed fit shall be taken by SAIL plant / unit. Based on merit of the case, SAIL at its sole option may provide another time extension of maximum one week to the customer for which a further additional percentage amount would be payable by the customer over and above the amount already due for payment to SAIL. SAIL shall summarily cancel the Offer/ Contract letter and forfeiting the EMD & SD in case of non-payment within the extended time.
- 11.8 The refund of Security deposit is subject to the satisfactory execution of the sale contract. The security deposit will be refunded within 15 days of completion of lifting and claim by the party.

12 MODE OF PAYMENT:

Unless specified otherwise all the payments to SAIL whether against EMD and / or Security Deposit (SD) and / or value of materials as advance, shall be made in any of the following forms:

Online remittance through RTGS / NEFT to the specified Bank A/c of SAIL
Payment will not be accepted in cash. Electronic mode of payment is allowed.

13 RELEASE ORDER / DELIVERY ORDER:

On receipt of full payment from the customer, SAIL will issue a "Release Order Delivery Order" indicating the last dates within which the goods have to be removed, to enable the customer to take delivery of the goods. The "Release Order/ Delivery Order" will be e-mailed / faxed / dispatched to the customer or handed over to the authorized representative of customer with due verification. The customers in their own interest, therefore, must intimate SAIL their mail-ID/ Fax no/ postal address which is valid & in working condition. If available, Release Order/ Delivery Order may also be downloaded by a Customer from an internet portal specified by SAIL by using his Log-in and Password.

14 RE-SALE:

Re-sale will not be recognized by SAIL. Acceptance of offers / Sale orders / Offer letters and Release orders/ Delivery orders will be made out only in the name of customer.

15 TAXES AND DUTIES:

- 14.1 All taxes and duties whether local, state, central or any other shall be payable by the customer in addition to the sale value as applicable for each item at the prevailing rates as on the date of delivery. For all purposes, the date of invoice shall be deemed to be date of delivery. In case the customer wishes to avail of concessional rate of Sales Tax as may be applicable as per statute, then the customer shall have to produce declaration in

statutory forms as per rules to avail concessional rate of Sales Tax. Otherwise, sales tax at full rate will be charged.

- 14.2 In the event of dispute in regard to and Central Excise authorities levying additional charges for any reasons whatsoever, such duty/ charge shall be payable by the customer.
- 14.3 The penalty imposed by the Excise authorities for non- observance of Excise procedure by the customer shall be borne by the customer.

16 DELIVERY:

- 16.1 The goods sold will have to be removed by the customer from the site within the date specified in the release order / delivery order. The delivery of the materials will be affected "in situ" and as per the actual quantity lifted by the customer, Dispatch Advice (DA) will be issued by the SAIL plant/unit for removal of materials from the site.
- 16.2 Delivery of materials will be made during working hours on all working days on presentation of the release order / delivery order by the customer to the concerned officer in-charge, who may suspend the release order / delivery order for a particular period of time for want of any clarification or other technical / operational reasons.
- 16.3 The customer will make their own arrangement for collection / removal and transportation of items / lots purchased and will not be entitled to claim any facilities or assistance for the transport / removal of the goods / lots from the plant / unit premises.
- 16.4 Subject to availability, SAIL may extend, at its discretion, certain facilities such as cranes etc. on chargeable basis to customer for handling the lot(s).
- 16.5 No picking, sorting, cutting, cleaning or breaking up of goods or materials sold will be permitted except in certain special circumstances where prior permissions have been accorded by the management in writing. Such permission will only be accorded on the quantity for which payment has been made.
- 16.6 Where the material will be sold on" FOT" basis, the material will be loaded by the company, if required by the use of crane, into on Truck/ Trailer/ Tanker to be brought by the customer.
- 16.7 Delivery through proxy will be at the sole risk and responsibility of the customer and no claim shall lie against SAIL on this account, whatsoever, if delivery is affected to wrong persons.
- 16.8 Where goods are sold by weight, delivery will be given on actual weightment. The weight of the empty and full truck / trailer / Tanker/ Wagon will be taken on the weighbridge installed in the SAIL Plant / Unit (or in any of the designated weighbridge at the discretion of concerned SAIL Plant / Unit) and the net weight so recorded shall be acceptable and binding on the customer. Complaints regarding the difference in scale weight will not be entertained.

16.9 The customer shall arrange for bailing the loose goods into compact units wherever necessary for facilitating weighment and safe transportation. The customer shall not lift or remove any material, which is not conforming to the Release Order / Delivery Order. The customer shall remove the goods / lots only from the area earmarked / specified in the Release Order / Delivery Order and SAIL's decision shall be final and binding on the customer in this regard.

16.10 Customer should get acquainted with system and procedure of loading, weighment and dispatch of materials. They should also get conversant with approved route to be followed by trucks / trailers / Tanker inside the plant.

16.11 All loading by customer must only be done in presence of authorized representative of department and plant / unit security personnel.

17 EXTENSION OF DELIVERY DATE:

17.1 In case, the customer fails to effect complete removal of goods from SAIL premises within the period mentioned in the Release Order/ Delivery Order, SAIL, on consideration of the merit of the case and payment of ground rent charges, as applicable, may allow suitable extension of delivery period as per special terms & conditions of the concerned Plant/ Unit.

17.2 Post Release Order / Delivery Order issued by SAIL, if lot(s) could not be delivered to the customer within the stipulated time, due to reasons attributable to SAIL, the date for removal of the goods may be re-fixed by SAIL without payment of ground rent charges by the customer. Alternatively, SAIL may cancel the Sale Offer (SO) letter without any financial implication.

18 SHORTAGE OF GOODS:

18.1 In certain cases, when "LOT" is used as accounting unit of sale for the physical Lot(s), any reference to the quantity, quality, size, measurement number and weight against the physical Lot(s) given in the Auction Notice (AN) / Notice inviting Tender (NIT) shall be indicative only and the customer shall have no claim against SAIL for refund of whole or any part of the customer's money or for loss of profit, interest, damage or otherwise. SAIL reserves the right to restrict the delivery of such physical Lot(s) only to the estimated weight or number as indicated in the Auction Notice (AN) / Notice inviting Tender (NIT) and there shall be no claim on the excess material.

18.2 In some special cases when physical Lot(s) given in the Auction Notice (AN)/ Notice inviting Tender (NIT) are sold by SAIL on arising basis by weight or number, directly from a Shop/ Dept., the customer shall be entitled to make a claim for the proportionate refund to the sale value of the undelivered quantity in case SAIL fails to deliver the requisite quantity within the time schedule stipulated in the Sale Offer (SO) letter.

18.3 In all other cases when physical Lot(s) given in the Auction Notice (AN)/ Notice inviting Tender (NIT) are sold by SAIL by weight or number, the customer shall be entitled to make a claim for the proportionate refund to the sale value of the undelivered quantity in case delivery of whole or a portion of the goods is not affected by SAIL for any reason. In such cases, however, request made by the customer for refund shall be processed by SAIL after due examination of case and the customer shall not be entitled to claim any damages, loss, profit, interest or compensation on any account due to such short delivery.

18.4 SAIL reserves the right to reject any request for refund if:

- a) Such request is not made immediately to SAIL within one month of completion of delivery as per Delivery Order / Release Order.
- b) The customer violates any contractual provisions while lifting of the material e.g., picking, sorting, cutting, cleaning or breaking up of goods or materials sold when the same is not permitted /specified in the Delivery Order / Release Order.
- c) There are any instance of unauthorized / wrongful removal of goods or breach of safety / security rules or misuse of Admit / Area / Gate passes by the customer.

19 WITHDRAWAL OF GOODS FROM SALE:

19.1 SAIL reserves the right to withdraw from the sale after advertising or after issue of Sale Offer (SO) letter for any item of any quantity of the materials by number or weight without assigning any reasons thereof to the customer. SAIL will not be responsible for any damages / loss whatsoever to the customer on account of such withdrawal.

19.2 SAIL reserves the right to dispose-off any item by any other means even after inviting bids / offers for sale of such materials by auction / tender.

20 ABANDONED GOODS:

20.1 The customer must affect complete removal of the goods from the site within the date specified in the release order / delivery order or as per time extension issued by SAIL. In case goods are not removed in full to the satisfaction of SAIL within the stipulated time, release order / delivery order for the left- over quantity will be treated as cancelled. The goods so left over may be treated as abandoned goods at the risk and cost of the customer.

20.2 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 customer will have no claim on goods treated as abandoned goods. In addition to forfeiting such abandoned goods, the Security Deposit (SD) will also be forfeited. Penal action shall be taken as per special terms & conditions. The customer

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.

21 QUANTITY TOLERANCE:

In the event, goods are found in excess of the quantity specified in the release order / delivery order, SAIL may at its sole discretion offer the surplus quantity to the customer on the same rate, terms and conditions.

The customer will be allowed to deposit the cost only after an amendment to that effect has been issued by SAIL. SAIL also has the right either to adjust the additional sale value from the Security Deposit or demand the customer to remit the additional amount due and obtain a valid receipt before removing the excess quantity.

22 RECOVERY OF DUE:

In exceptional circumstances, based on merit of case and recorded reasons, SAIL may appropriate any sum of money due and payable to the customer including security deposit (returnable to him under any Sale Contract of SAIL) and/or adjust against any claim / dues recoverable from the customer arising out of or under any other contract auction / tender made by customer with SAIL or any unit of SAIL.

23 PAYMENT OF INTEREST:

23.1 No interest shall be payable against any deposit whatsoever whether the same is as EMD or Security Deposit or Advance value of materials, regardless of whether the contract is wholly or partially executed or remain unexecuted.

23.2 No interest will be paid on the amount paid by the customer and subsequently found refundable under any of the condition mentioned herein.

24 DAMAGE TO PLANT / UNIT PROPERTIES:

The customer shall be fully responsible for any loss / damage that may be caused to the premises, equipment, machinery, and other installations of that plant / unit in the course of removing the lot / lots bought by him, and the customer is fully liable to reimburse to SAIL the cost of such damages. SAIL fully reserves the right to recover the cost of such damages including recovery from any sum due to the customer.

25 ENTRY PASSES TO PLANT / UNIT:

25.1 Admit passes/ Area passes/ Gate passes/ Permission in case of Central Marketing Organization (CMO) will be issued only to the authorized representative of the customer and equipment / handling machinery to be used by the customer by the DIG, CISF/ Competent authority of respective plant/ unit, on the recommendation of the officer-in-charge, concerned department. The customer and their workers following shortest official route should go to the Authorised place of their work. Free movement of customer and their handling machinery like on Truck/ Trailer/ Tanker, cranes etc., and their workers on the strength of the admit pass/ area pass/ gate pass/ permission in case of CMO issued for particular area/ place is against security act.

Customers are advised to enforce this requirement strictly and restrict their movement to the place/ area specified in the admit passes/ area passes/ gate passes/ permission in case of CMO. Strict observance of precautions under the Public Security Act may please be noted and also notified to the staff of the customer and workers. In case of necessity to proceed to an area, other than the one noted in the admit passes / area passes/ gate passes/ permission in case of CMO, it is invariably necessary to get new area added in the admit passes/ area passes/ gate passes/ permission in case of CMO by the officer of the issue. The equipment/ handling machinery will be taken out of SAIL premises by the customer or their representative at his cost either on expiry of Admit/ Area/ Gate passes/ permission in case of CMO or completion of work whichever is earlier. These equipment/ handling machineries should not be used for any other purpose except as mentioned in the Admit / Area / Gate passes / Permission in case of CMO for the same. Any breach in the enforcement of safe custody and improper use of the passes / permission in case of CMO would entail termination of the sale at any stage at the risk and cost of the customer.

25.2 In case the customer or his representative is found involved in any unlawful activity and unauthorized or wrongful removal of materials not sold or in case of any attempt for such removal, this shall amount to breach of contract and SAIL shall be entitled to cancel the contract and forfeit the entire Security Deposit. They shall be further liable for all the losses that might be caused to SAIL on account of such unlawful activity and unauthorized/ wrongful removal. In such cases SAIL may initiate proceedings for banning of business dealing with such customer as per procedure prevailing in the Plant/ Unit.

26 COMPLIANCE OF LABOUR LAWS AND SAFETY RULES:

26.1 During the contract period the customer's/ Authorised Firm workers deputed within the plant/ unit premises, will be governed by the Labour laws and rules, Factory Act and rules and SAIL Plant/ Unit's Security rules and safety rules as applicable and it shall be the responsibility of the customer to ensure that the statutory provisions are complied with fully.

26.2 The customer 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 to any of the personnel employed by the customer or his sub- contractor. The customer shall at all times indemnify SAIL against all claims, or compensation under the provision of Workman's Compensation Act,

1923 or any other law for the time being in force.

- 26.3 Customer shall take full responsibility and include in his price- bids all costs of ensuring compliance of the safety norms right from the initial stage as well as providing safe working conditions to his workmen and / or any other persons employed by him at site i.e., either inside the plant / unit or outside SAIL's premises within the quoted price. He shall also ensure that the safety and health of the employees, plant / unit and any other property of the company, as well as other contractors working in the vicinity are not affected by his activities. He will also ensure that all equipment and other materials / supply etc. brought by him at site i.e., either inside the plant / unit or outside SAIL's premises as per the terms of the contract are safe to the workmen in accordance with the relevant Act (including its latest amendments).
- 26.4 SAIL has to be indemnified against any accident/ injury to the workmen engaged / deployed by customer/Authorised representative or firm and damage to plant/ unit & machinery that may occur in course of loading of materials and customer shall provide safety appliances as required to the workforce at his cost. Customer has to submit the Indemnity bond as per Annexure D
- 26.5 Safety Appliances, Training, Precautions: The customer shall supply all types of safety appliances and maintain the same in good working conditions. The customer shall appraise the site personnel in regard to various risk and hazards associated with their job. In addition, customer shall also include safety consciousness amongst his personnel and provide necessary training.
- 26.6 The customer shall take full responsibility for accidents caused due to his/ her or his agent's or employee's negligence or carelessness in regard to observance of the safety requirement and pay compensation for injuries / loss of life as per statutory rules promptly.
- 26.7 The customer shall be fully responsible for the safety of his workmen and employees. The customer shall follow all instructions and direction that the Safety Engineering Department of the concerned Plant / Unit may issue from time to time in regard to safety measures and shall be responsible for reporting without delay all accidents, however and where ever occurring in the works to the Safety Engineering Department of the concerned Plant / Unit. The customer shall also assist the said department in regard to the enquiry and implementation of safety measures.
- 26.8 The customer must abide by the security as well as Safety / Fire rules of the Company as may be advised by the competent authority of SAIL plant/unit from time to time.

27 VIOLATION OF SAFETY REQUIREMENTS:

- 27.1 In the event of violation of safety requirements, company may direct stoppage of work and direct the customer to remedy the defects or supply the facility/ equipment

as the case may be. The customer shall not proceed with the work until he has complied with such directions to the satisfactions of the Concerned Authority/ Safety Dept. The above provisions are also without prejudice to any other right that the company may have against the customer for contribution or any other action including recovery of any damage that may be caused to or suffered by the company either under relevant statute or any other law of India as may be applicable, in the facts and circumstances of an individual case in the event of any injury to any person who may be either an employee of the company or a contract Labour or any other person within the premises of the company's factory/ mines for any act of omission by or on behalf of the customer in relation to the discharge of obligation for the customer under the contract.

27.2 Where applicable and loading/ dismantling/ processing of the lot is allowed, the customer shall be responsible for security/ safety of the workmen like the lifters, labour, drivers of on Truck/ Trailer/ Tanker, loaders etc., engaged by him, for which customer shall have to observe all safety rules inside the company premises and Plant/ Unit shall in accordance with this condition accepted by customer, stand indemnified against any accident/ injury to the workmen deployed by him, that may occur in course of processing, dismantling, handling, loading, transportation etc. of the material. Customer shall provide safety appliances to the workforce at his cost.

28 THIRD PARTY INSURANCE / INDEMNITY BOND:

28.1 It shall be the responsibility of the customer for arranging necessary insurance under the Indian Workmen's Compensation Act, Third Party Liability Insurance or any other insurance in accordance with the relevant laws and regulations, at his own cost.

28.2 SAIL shall not be responsible for any damage to the Trucks/ Trailers/ Tanker/ other handling equipment etc. suffered by the customer while executing the contract. The customer in his own interest shall obtain suitable and sufficient cover from underwriters and no claim / correspondence on this account shall be entertained by SAIL.

28.3 The customer 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 customer shall assume responsibility for and shall indemnify and save SAIL 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 such statute, ordinance, law, rules, regulations or for which the customer has assumed responsibility under the contract.

28.4 The customer must take a third-party insurance covering losses/ damage to premises, equipment, machinery and other installation of the SAIL Plant/ Unit, wherever applicable, as well as any accidents/ deaths of either the SAIL Plant/ Unit employees or to the

customer's workmen. The sum insured/ indemnified will depend on cost of equipment, machinery and other installations at the site wherefrom material is to be lifted and/ or after dismantling etc. wherever applicable, the number of employees etc. and will be specified in the acceptance of offer / sale order.

29 COMMUNICATION:

29.1 All- important communication with customer shall be through e-mail/ faxes/ post/ courier as feasible. If available, a letter of communication may also be downloaded by the customer from an internet portal specified by SAIL by using his Log-in and Password. The customers in their own interest, therefore, must intimate SAIL their e-mail ID / fax no. / postal address which is valid & in working condition.

29.2 SAIL plant/unit may post the hard copies of such communication to the given postal address of customer. However, any postal delays in receiving a letter from SAIL shall not be a basis to seek any waiver of delay in payment or action by the customer.

30 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.

31 DEATH, BANKRUPTCY ETC.:

If the customer shall die, dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed on his business or any assets thereof or compound with his creditors, or being a corporation commence to be wound up not being a member's voluntary winding up for the purpose of amalgamation or reconstructions, or carry on its business under a receiver for the benefits of its creditors or any of them, the legal successor shall intimate SAIL in writing of such happening within one week from the date of such event and SAIL shall be at liberty to cancel or terminate the contract of sale forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the customer or to the receiver, liquidator or any person, in whom the contract may become vested or to give such receiver, liquidator or other person the option of carrying out the contract of sale subject to his providing a guarantee for the due and faithful performance of the contract of sale.

32 CONCILIATION:

All questions, claims, disputes and or differences of any kind whatsoever arising out of or in connection with or concerning a Sale Contract, at any time, whether before or after determination of the contract, shall be referred by the parties hereto for Conciliation before a Conciliatory Forum / Body:

The Conciliatory Forum / Body will be composed of the following members:

✓ Nominee of the Steel Plant / Unit – Independent of officer handling the contract.
(to be nominated by the head of the concerned department)

✓ Nominee of the Contractor / Customer

The parties in dispute would place their facts in writing before the Body / Forum and the process of conciliation would be completed within the period of three months from the date of reference to the Conciliatory Forum / Body.

On failure of the conciliation, the aforesaid questions, claims, disputes and or differences shall be referred by the parties here to for the decision by a Sole Arbitrator to be appointed as herein after mentioned.

33 ARBITRATION:

Matters in question, claims, dispute and or difference in respect of the contract to be submitted to arbitration as aforesaid shall be referred for decision to a Sole Arbitrator to be appointed by CE of Steel Plant/ Head of unit, (SAIL). Before appointing the Sole Arbitrator, CE of Steel Plant/ Head of unit, (SAIL) shall nominate three names out of which the contractor/ customer shall give his consent for one of them for appointment as Sole Arbitrator, failing which after 30 days of the issuance of the letter informing three names CE of Steel Plant / Head of unit, (SAIL) shall have the power to appoint one of the three notified persons as the Sole Arbitrator.

In case the designation of the Chief Executive of Steel Plant / Unit (SAIL) is changed or his office abolished, the officer who for the time being is entrusted with the functions of the Chief Executive of Steel Plant / Unit (SAIL), by whatever designation such officer is called, shall be the person designated to appoint the Sole Arbitrator. The arbitrator so appointed shall adjudicate upon the disputes between the parties hereto.

The Sole Arbitrator appointed as stated above, shall from the time of his appointment and throughout the arbitration proceedings, without any delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality provided that the mere fact that such Sole Arbitrator is an employee of SAIL or its subsidiary shall not be regarded as such circumstances. The arbitrator shall decide the questions, claims, disputes or differences submitted to him by the parties in accordance with the substantive law for the time being in force in India.

The arbitrator shall hear the cases independently and impartially and shall not represent the interest of any party. Any arbitrator having personal interest in the case at the time of his appointment and at any time subsequently there after must withdraw from his office himself and the parties shall also have the right to ask him to do so. The venue of

arbitration shall be (for domestic tenders, the place where Plant / Unit is located; and for global tenders Delhi).

Procedure for conduct of the arbitration proceeding shall be decided by the arbitrator, in consultation with the parties before proceeding with reference. The arbitrator may hold preparatory meeting(s) for this purpose. In the preparatory meeting(s) as aforesaid, the arbitrator/s as the case may be in consultation with the parties shall also determine the manner of taking evidence, the summoning of expert evidence, and all such matters as are necessary for the expeditious disposal of the arbitration proceedings.

The provision of the Arbitration and Conciliation Act, 1996 and the rules framed there under, if any and all modifications/ amendments thereto shall deem to apply and / or be incorporated in this contract and when such modifications / amendments to the Act / Rules are carried out.

Work under the contract shall be continued by the contractor / customer, under the contract, during the arbitration proceedings and recourse to arbitration shall not be a bar to continuance for the work unless otherwise directed in writing by the Plant / Unit.

34 LEGAL JURISDICTIONS:

All suits and legal proceedings by or against SAIL Plant/ Unit in any matter arising out of the sale of materials shall be subjected to the exclusive jurisdiction of the court closest to the individual Plant / Unit of SAIL and will be governed in accordance with the laws of India.

35 FORCE MAJEURE CONDITIONS:

35.1 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 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.

35.2 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
- ✓ a certificate from the appropriate Statutory Authority and / or Chamber of Commerce of the concerned state certifying the fact and nature of the Force Majeure condition during the relevant period.

36 CONTRACT CLOSING:

The customer shall ensure removal of workmen, tools, tackles etc. on completion / expiry of the contract at his cost immediately thereafter wherever applicable.

37 SPECIAL TERMS AND CONDITIONS

In case there are Special Terms & Conditions attached to any Auction Notice (AN) or Notice inviting Tender (NIT), the Special Terms & Conditions will have overriding effect over SAIL GTC-SA-2017.

ANNEXURE- H

(To be submitted in the letter pad of firm only)

To
AGM/DGM (MM, MKTG)
SAIL-IISCO STEEL PLANT

SUB: REFUND OF CREDIT BALANCE REQUEST
REF:

SL	ITEM	DESCRIPTION
1	CUSTOMER CODE	
2	CUSTOMER NAME	
3	OFFER/ CONTRACT NO	
4	DELIVERY /SALES ORDER NO	
5	SALES ORDER NO DATE	
6	SALES ORDER VALIDITY DATE	
7	LAST LIFTED ON	
8	MATERIAL DETAILS	
9	ORDERED QTY	
10	DESPATCHED QTY	
11	BANK A/C NO	
13	BANK IFSC CODE	
14	EMD + SD CLAIM	
15	ADVANCE CLAIM	
16	TOTAL CLAIM	
17	REMARK / OTHER CLAIM (IF ANY)	
1	CUSTOMER CODE	

Yours faithfully,

Name and Signature of authorized Person.
(With Company's Seal)

ANNEXURE-I

Circular No. 13 of 2021F. No. 370142/26/2021-TPL
Government of India
Ministry of Finance
Department of Revenue
(Central Board of Direct Taxes)

Dated: 30'June, 2021

Sub.: Guidelines under section 194Q of the Income-tax Act. 1961 - reg.

Finance Act, 2021 inserted a new section 194Q in the Income-tax Act 1961 (hereinafter referred to as "the Act") which takes effect from 1st day of July, 2021. It applies to any buyer who is responsible for paying any sum to any resident seller for purchase of any goods of the value or aggregate of value exceeding fifty lakh rupees in any previous year. The buyer, at the time of credit of such sum to the account of the seller or at the time of payment, whichever is earlier, is required to deduct an amount equal to 0.1% of such sum exceeding fifty lakh rupees as income tax.

2. Buyer is defined to be person whose total sales or gross receipts or turnover from the business carried on by him exceed ten crore rupees during the financial year immediately preceding the financial year in which the purchase of good is carried out. Central Government has been authorised to specify by notification in the Official Gazette, person who would not be considered as buyer for the purposes of this section.

3. Sub-section (3) of section 194Q of the Act empowers the Board (with the approval of the Central Government) to issue guidelines for the purpose of removing difficulties. Various representations have been received by the Board for issuing guidelines for removing certain difficulties. In exercise of power contained under sub-section (3) of section 194Q of the Act, the Board, with the approval of the Central Government, hereby the following guidelines. These guidelines at some places have also tried to remove difficulties in implementing the provisions of section 194-O and sub-section (1H) of section 206C of the Act using power contained in sub-section (4) of section 194-O of the Act and sub-section (1-1) of section 206C of the Act.

4. Guidelines

4.1 Applicability on transactions carried through various Exchanges:

4.1.1 It has been represented that there are practical difficulties in implementing the provisions of Tax Deduction at Source (TDS) contained in section 194-Q of the Act in case of certain exchanges and clearing corporations. It has been stated that sometime in these transactions there is no one to one contract between the buyers and the sellers.

4.1.2 In order to remove such difficulties, it is provided that the provisions of section 194Q of the Act shall not be applicable in relation to,-

- (i) transactions in securities and commodities which are traded through recognized stock exchanges or cleared and settled by the recognized clearing corporation,

including recognized stock exchanges or recognized clearing corporation located in International Financial Service Centre;

(ii) transactions in electricity, renewable energy certificates and energy saving certificates traded through power exchanges registered in accordance with Regulation 21 of the CERC; and

For this purpose, -

- (i) "recognized clearing corporation" shall have the meaning assigned to it in clause (i) of the Explanation to clause (23EE) of section 10 of the Act;
- (ii) "recognized stock exchange" shall have the meaning assigned to it in clause (ii) of the Explanation I to sub-section (5) of section 43 of the Act; and
- (iii) "International Financial Services Centre" shall have the meaning assigned to it in clause (q) of section 2 of the Special Economic Zones Act, 2005.

4.2 Calculation of threshold for the financial year 2021-22.

4.2.1. Since section 194Q of the Act would come into effect from 1st July, 2021, it was requested to clarify how the threshold of fifty lakh rupees specified under this section shall be computed and whether the tax is required to be deducted in respect of advance paid before 1st July 2021 and sum credited thereafter.

4.2.2 It hereby clarified that, -

(i) Since section 194Q of the Act mandates buyer to deduct tax on credit of sum in the account of seller or on payment of such sum, whichever earlier, the provision of this sub-section shall not apply on any sum credited or paid before 1st July 2021. If either of the two events had happened before 1 July 2021, that transaction would not be subjected to the provisions of section 194Q of the Act.

(ii) Since the threshold of fifty lakh rupees is with respect to the previous year, calculation of sum for triggering TDS under section 194Q shall be computed from 1st April, 2021. Hence, if a person being buyer has already credited or paid fifty lakh rupees or more up to 30th June 2021 to a seller, the TDS under section 194Q shall apply on all credit or payment during the previous year, on or after 1st July 2021, to such seller.

4.3 Adjustment for GST, purchase returns

4.3.1 It is requested to clarify that whether adjustment is required to be made for GST or purchase returns for the purpose of tax deduction under section 194Q of the Act. Vide circular no 17 of 2020 dated 29th Sept 2020 it was clarified that no adjustment on account of GST is required to be made for collection of tax under sub-section (1H) of section 206C of the Act since the collection is made with reference to receipt of amount of sale consideration. However, the situation is different so far as TDS is concerned. It has been clarified in circular no 23 of 2017 dated 19th July 2017 as under

"wherever in terms of the agreement or contract between the payer and the payee, the component of GST on services' comprised fit the amount payable to a resident is

*indicated separately, tax shall be deducted at source under Chapter. XVII-B of the Act on the amount paid or payable without including such 'GST on services' component. GST for these purposes shall include integrated Goods and Services Tax, Central Goods and Services Tax, State **Goods and Services Tax** and **Union Territory Good and Services Tax.**"*

4.3.2 Accordingly with respect to TDS under section 194Q of the Act, it is clarified that when tax is deducted at the time of credit of amount in the account of seller and in terms of the agreement or contract between the buyer and the seller, the component of GST comprised in the amount payable to the seller is indicated separately, tax shall be deducted under section 194Q of the Act on the amount credited without including such GST. However, if the tax is deducted on payment basis because the payment is earlier than the credit, the tax would be deducted on the whole amount as it is not possible to identify that payment with GST component of the amount to be invoiced in future.

4.3.3 Further, with respect to purchase return it is clarified that the tax is required to be deducted at the time of payment or credit, whichever is earlier. Thus. before purchase return happens. the tax must have already been deducted under section 194Q of the Act on that purchase. If that is the case and against this purchase return the money is refunded by the seller. then this tax deducted may be adjusted against the next purchase against the same seller. No adjustment is required if the purchase return is replaced by the goods by the seller as in that case the purchase on which tax was deducted under section 194Q of the Act has been completed with goods replaced.

4.4 Whether non-resident can be buyer under section 194Q of the Act?

4.4.1 It is requested to clarify if the provisions of section 194Q of the Act shall apply to a buyer being a non-resident. To remove difficulties, it is clarified that the provisions of section 194Q of the Act shall not apply to a non-resident whose purchase of goods from seller resident in India is not effectively connected with the permanent establishment of such non-resident in India. For this purpose, permanent establishment" shall mean to include a fixed place of business through which the business of the enterprise is wholly or partly carries on.

4.5 Whether tax is to be deducted when the seller is a person whose income is exempt

4.5.1 It is requested to clarify if the provisions of section 194Q of the Act shall apply to a seller whose income is exempt. To remove difficulty, it is clarified that the provisions of section 194Q of the Act shall not apply on purchase of goods from a person, being a seller, who as a person is exempt from income tax under the Act (like person exempt under section 10) or under any other Act passed by the Parliament (Like RBI Act, ADB Act etc.).

4.5.2 Similarly, with respect to sub-section (I H) of section 206C of the Act, it is clarified that the provisions of this sub-section shall not apply to sale of goods to a person, being a buyer. who as a person is exempt from income tax under the Act (like person exempt under section 10) or under any other Act passed by the Parliament (Like RBI Act, ADB Act etc.)

4.5.3 The above clarifications would not apply if only part of the income of the person (being a seller or being a buyer. as the case may be) is exempt.

4.6 Whether tax is to be deducted on advance payment?

4.6.1 It is requested to clarify if the provisions of section 194Q of the Act shall apply to advance payment made by the buyer. It is clarified that since the provisions apply on payment or credit whichever is earlier, the provisions of section 194Q of the Act shall apply to advance payment made by the buyer to the seller.

4.7 Whether provisions of section 194Q of the Act shall apply to buyer in the year of

4.7.1 It is requested to clarify if the provisions of section 194Q of the Act shall apply to a buyer in the year of its incorporation. It is clarified that under section 194Q of the Act a buyer is required to have total sales or gross receipts or turnover from the business carried on by him exceeding ten crore rupees during the financial year immediately preceding the financial year in which the purchase of good is carried out. Since this condition would not be satisfied in the year of incorporation, the provisions of section 194Q of the Act shall not apply in the year of incorporation.

4.8 Whether provisions of section 194Q of the Act shall apply to buyer if the turnover from business is 10 crore or less?

4.8.1 It is requested to clarify if the provisions of section 194Q of the Act shall apply to a buyer who has turnover or gross receipt exceeding Rs 10 crore but total sales or gross receipts or turnover from business is Rs 10 crore or less. It is clarified that for the purposes of section 194Q of the Act, a buyer is required to have total sales or gross receipts or turnover from the business carried on by him exceeding ten crore rupees during the financial year immediately preceding the financial year in which the purchase of good is carried out. Hence, the sales or gross receipts or turnover **from business carried on** by him must exceed Rs 10 crore. His turnover or receipts from non-business activity is not to be counted for this purpose.

4.9 Cross application of section 194-O, sub-section (IH) of section 206C and section 194Q of the Act.

4.9.1 It is requested to clarify how section 194-O, sub-section (I H) of section 206C and section 194Q of the Act, apply on the same transaction.

4.9.2 Under sub-section (3) of section 194-O of the Act, a transaction in respect of which tax has been deducted by the e-commerce operator under sub-section (1), or which is not liable to deduction under sub-section (2), shall not be liable to tax deduction at source under any other provision of chapter XVII of the Act.

4.9.3 Under second proviso to sub-section (IH) of section 206C of the Act, provisions of this sub-section shall not apply, if the buyer is liable to deduct tax at source under any other provisions of this Act on the goods purchased by him from the seller and has deducted such

4.9.4 Under sub-section (5) of section 194Q of the Act, the provision of this section shall not apply to a transaction on which-

- (i) tax is deductible under any of the provisions of this Act; and
- (ii) tax is collectible under the provisions of section 206C, other than a transaction on which sub-section (1H) of section 206C applies

4.9.5 After conjoint reading of all these provisions the following is clarified:


(i) If tax has been deducted by the e-commerce operator on a transaction under section 194-O of the Act [including transactions on which tax is not deducted on account of sub-section (2) of section 194-O], that transaction shall not be subjected to tax deduction under section 194Q of the Act.

(ii) Though sub-section (1H) of section 206C of the Act provides exemption from TCS if the buyer has deducted tax at source on goods purchased by him, to remove difficulties it is clarified that this exemption would also cover a situation where instead of the buyer the e-commerce operator has deducted tax at source on that transaction of sale of goods by seller to buyer through e-commerce operator.

(iii) If a transaction is both within the purview of section 194-O of the Act as well as section 194Q of the Act, tax is required to be deducted under section 194-O of the Act and not under section 194Q of the Act.

(iv) Similarly, if a transaction is both within the purview of section 194-O of the Act as well as sub-section (1H) of section 206C of the Act, tax is required to be deducted under section 194-O of the Act. The transaction shall come out of the purview of sub-section (1H) of section 206C of the Act after tax has been deducted by the e-commerce operator on that transaction. Once the e-commerce operator has deducted the tax on a transaction, the seller is not required to collect the tax under sub-section (1H) of section 206C of the Act on the same transaction. It is clarified that here primary responsibility is on e-commerce operator to deduct the tax under section 194-O of the Act and that responsibility cannot be condoned if the seller has collected the tax under sub-section (1H) of section 206C of the Act. This is for the reason that the rate of TDS under section 194-O is higher than rate of TCS under sub-section (1H) of section 206C of the Act.

(v) If a transaction is both within the purview of section 194-Q of the Act as well as sub-section (1H) of section 206C of the Act, the tax is required to be deducted under section 194-Q of the Act. The transaction shall come out of the purview of sub-section (1H) of section 206C of the Act after tax has been deducted by the buyer on that transaction. Once the buyer has deducted the tax on a transaction, the seller is not required to collect the tax under sub-section (1H) of section 206C of the Act on the same transaction. However, if, for any reason, tax has been collected by the seller under sub-section (1H) of section 206C of the Act, before the buyer could deduct tax under section 194-Q of the Act on the same transaction, such transaction would not be subjected to tax deduction again by the buyer. This concession is provided to remove difficulty, since tax rate of deduction and collection are same in section 194Q and sub-section (1H) of section 206C of the Act.


30.06.2021
(Ankit Jain)

Under Secretary to the Govt. of India

Copy to:

1. PS to FM/ OSD to FM/ PS to MoS(F)/ OSD to MoS(F)
2. PPS to Secretary (Revenue)
3. Chairman. CBDT & All Members. CBDT
4. All Pr. DGsIT/ Pr. CCsIJ
5. All Joint Secretaries' CsIT' Directors/ Deputy Secretaries/ Under Secretaries of CBDT
6. The C&AG of India
7. The JS & Legal Adviser, Ministry of Law & Justice, New Delhi
8. CIT (M&TP), Official Spokesperson of CBDT
9. O/o Pr. DGIT (Systems) for uploading on official website.
10. JCIT (Database Cell) for uploading on www.irs-officer-online.gov.in

ANNEXURE- C
(MANDATORY TO FILL)

LETTER OF INTEREST

(ALL DATA MUST BE FILLED UP/ ELSE IT WILL BE NOT BE CONSIDERED)

To
AGM/ DGM (MM, MKTG)
SAIL-IISCO STEEL PLANT

THROUGH: M/s. Metal Junction Services Limited

1	NAME AND ADDRESS OF THE COMPANY CONTACT PERSON & NUMBER	
2	ONLINE FORWARD AUCTION REFERENCE WITH DATE	
3	DETAILS OF MATERIAL (LOT NOS)	
4	SUBJECT FOR LOI	

Dear Sir,

4. We are interested in participating in the Online Forward Auction notified vide your notice under above reference, Ex SAIL-ISP Burnpur and lifting to be done Ex-SAIL-ISP Burnpur. We also agree to abide by all the instructions contained in the indicated Online Forward Auction Catalogue below, General Rules and Regulations governed in Conduct of Online Auction, invitation to online forward auction notice, your special terms and conditions, your General Terms and Conditions and ISP's standard road dispatch procedure for Sale of Material by SAIL-ISP, Burnpur.
5. We are hereby submitting the interest free "Permanent EMD" in favour of "SAIL- IISCO STEEL PLANT", with Bank: **STATE BANK OF INDIA, BURNPUR /ASANSOL Account No, 10981831604, ISFC code: SBIN0000049**

NEFT / RTGS VIDE UTR NO WITH DATE	
PERMANENT EMD AMOUNT	

OR

We are hereby submitting the Earnest Money Deposit (EMD) "As single auction EMD/One-time EMD" (In metal junction's Virtual Account) as mentioned below

NEFT / RTGS VIDE UTR NO WITH DATE	
EMD AMOUNT	

6. We agree to offer our best bid in Rupees per MT ex-works of SAIL-ISP Burnpur for each lot separately in the auction process, exclusive of Central with Cess, Sales Tax, Royalty and other Statutory Levies if any, as applicable and hold the same valid for 60 days for acceptance of the bid from the date of e-Auction.

1	BENEFICIARY NAME	METALJUNCTIONSERVICES LIMITED
2	BANK NAME / BRANCH NAME	HDFC BANK LTD/ Sandoz Branch, Mumbai
3	ACCOUNT NO. (Please Mention Virtual A/c No.)	VAN - MJ8888
4	IFSC CODE	HDFC0000240
5*	Distance from ISP BURNPUR (PIN: 713325) To Consignee Address (In Kms) (PIN TO PIN)	KMS
6*	Railway Siding Detail (In Case of Rail Loading)	
*IMPORTANT NOTE: <ul style="list-style-type: none">ALL DOCUMENTS IN ANNEXURE C SHOULD BE SIGNED BY FIRM PROPRIETOR. IF ANY OTHER PERSON IS SIGNING ON BEHALF OF THE FIRM PROPRIETOR, THEN AUTHORISATION LETTER ISSUED BY THE PROPRIETOR ALONG WITH STAMP IN FIRM LETTER HEAD MUST BE ATTACHEDSELF-ATTESTED, PAN, ECC, BANK DETAILS & GSTN COPY OF BOTH CUSTOMER AND CONSIGNEE TO BE ENCLOSED/ ATTACHED. HARD COPY TO BE SUBMITTED.IF PAN CARD IS NOT IN THE NAME OF CUSTOMER, OWNERS, THEN PROOF IS REQUIRED IN FORM OF A STOCK CERTIFICATE/ A BILL OF SALE/ THE MEMORANDUM OF ASSOCIATION)LOI SHOULD BE SIGNED BY FIRM PROPRIETOR. IF ANY OTHER PERSON SIGNING ON BEHALF OF THE FIRM PROPRIETOR, THEN AUTHORISATION LETTER ISSUED BY THE PROPRIETOR MUST BE ATTACHED. GSTN COPY OF BOTH CUSTOMER AND CONSIGNEE TO BE ATTACHEDGST WILL ALSO BE APPLICABLE IN LOADING CHARGES		
PLACE		DATE
Enclosure: 2) Annexure A, B, & Invitation to OFA duly stamped & signed on each page.		Yours faithfully, Name and Signature of authorized Person. (With Company's Seal)
Please mail us the LOI at : avijit.mukherjee@mjunction.in , abhishek.chakraborty@mjunction.in , anup.sarkar@mjunction.in		

FORMAT FOR CUSTOMER MASTER

(ALL DATA MUST BE FILLED UP/ ELSE IT WILL BE NOT BE CONSIDERED)

To
AGM/ DGM (MM, MKTG)
SAIL-IISCO STEEL PLANT

THROUGH: M/s. Metal Junction Services Limited

Dear Sir,

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

1	NAME OF THE CUSTOMER	
2	ADDRESS OF CUSTOMER	
3	NAME OF CONSIGNEE	
4	ADDRESS OF CONSIGNEE	
5	STATUS	COMPANY / NON-COMPANY
6	ORGANISATION TYPE	GOVT / PSU / PVT / RLY / IPT / SUBSY
7	NAME OF THE CONTACT PERSON AND DESIGNATION	
8	CONTACT DETAILS (MOBILE)	
9	E -MAIL PARTICULARS	
10	PAN NO	
11	GST NO OF CUSTOMER	
12	GST NO CONSIGNEE	
13	DISTANCE FROM ISP (PIN -713325) TO CONSIGNEE ADDRESS	KILOMETERS
14	BANK NAME	
15	BANK A/C NO	
16	BANK BRANCH	
17	IFSC CODE	
18	ANY OTHER INFORMATION	
*IMPORTANT NOTE: <ul style="list-style-type: none">ALL DOCUMENTS IN ANNEXURE C SHOULD BE SIGNED BY FIRM PROPRIETOR. IF ANY OTHER PERSON IS SIGNING ON BEHALF OF THE FIRM PROPRIETOR, THEN AUTHORISATION LETTER ISSUED BY THE PROPRIETOR ALONG WITH STAMP IN FIRM LETTER HEAD MUST BE ATTACHEDSELF-ATTESTED, PAN, ECC, BANK DETAILS & GSTN COPY OF BOTH CUSTOMER AND CONSIGNEE TO BE ENCLOSED/ ATTACHED. HARD COPY TO BE SUBMITTEDIF PAN CARD IS NOT IN THE NAME OF CUSTOMER, OWNERS, THEN PROOF IS REQUIRED IN FORM OF A STOCK CERTIFICATE/ A BILL OF SALE/ THE MEMORANDUM OF ASSOCIATION)		
PLACE	DATE	
Enclosure: 2) Trade License along with GST registration certificate, PAN & Excise registration copies.	Yours faithfully, Name and Signature of authorized Person. (With Company's Seal)	
IMPORT NOTE: 3) The Customer and Consignee GSTN number should be valid and active on the date of auction 4) For Rail Transport The railway siding and valid email to receive Electronic RR should be mentioned Please mail us the LOI at : avijit.mukherjee@mjunction.in , abhishek.chakraborty@mjunction.in , anup.sarkar@mjunction.in		

ANNEXURE- C
(MANDATORY TO FILL)

TO
AGM/ DGM (FINANCE)
CASH SECTION
SAIL-IISCO STEEL PLANT

SUB: - PAYMENT THROUGH E-PAYMENT SYSTEM

Dear Sir,

We are giving our consent for making all the payments through e-payment System directly to our Bank a/c. The details of information required for transfer of Funds are given below:

1	NAME OF THE CUSTOMER
2	ADDRESS & TELEPHONE NO.
3	E-MAIL ADDRESS (IF ANY)
4	PARTY CODE (TO BE FILLED BY ISP)
5	NAME OF THE BANK
6	NAME OF THE BRANCH
7	BRANCH CODE
8	ACCOUNT NO.
9	IFSC CODE OF THE BRANCH (PRINTED ON CHEQUE LEAVE)
NOTE: MANDATORY TO FILL	
<ul style="list-style-type: none">• KINDLY ENCLOSE A CANCELLED CHEQUE FOR YOUR BANK DETAILS REFERENCE• CUSTOMER HAS TO SEND THIS FORMAT IN THEIR LETTER HEAD DULY AUTHENTICATED BY CONCERNED BANK ALONG WITH OTHER REQUIRED DOCUMENTS.	
PLACE	DATE
Yours faithfully,	
Countersigned by the Concerned Bank (with Rubber Stamp)	Name and Signature of authorized Person. (With Company's Seal)
Please mail us the LOI at : avijit.mukherjee@mjunction.in , abhishek.chakraborty@mjunction.in , anup.sarkar@mjunction.in	

ANNEXURE- H

(To be submitted in the letter pad of firm only)

To
AGM/DGM. (MM, MKTG)
SAIL-IISCO STEEL PLANT

SUB: REFUND OF CREDIT BALANCE REQUEST
REF:

SL	ITEM	DESCRIPTION
1	CUSTOMER CODE	
2	CUSTOMER NAME	
3	OFFER/ CONTRACT NO	
4	DELIVERY /SALES ORDER NO	
5	SALES ORDER NO DATE	
6	SALES ORDER VALIDITY DATE	
7	LAST LIFTED ON	
8	MATERIAL DETAILS	
9	ORDERED QTY	
10	DESPATCHED QTY	
11	BANK A/C NO	
13	BANK IFSC CODE	
14	EMD + SD CLAIM	
15	ADVANCE CLAIM	
16	TOTAL CLAIM	
17	REMARK / OTHER CLAIM (IF ANY)	
1	CUSTOMER CODE	

Yours faithfully,

Name and Signature of authorized Person.
(With Company's Seal)