



STEEL AUTHORITY OF INDIA LIMITED

(A Govt. of India Enterprise)

IISCO STEEL PLANT

Materials Management Department, Marketing Wing,

Ph.: P&T - 2240567 / WKS- 2278 FAX: 0341-2240524 / 2240018

Regd. Office- Ispat Bhawan, Lodi Road, New Delhi-110003

REF: MKTG/18-19/UPIS-05/OFA-247

Date- 26.09.18

NOTICE FOR ONLINE FORWARD AUCTION OF “UNPROCESSED PIG IRON SCRAP”

Steel Authority of India Ltd.,- IISCO Steel Plant will sell **“UNPROCESSED PIG IRON SCRAP”** as mentioned in the Annexure, Ex- Burnpur Works on “ Ex-Stock / Generation ” **“As is where is basis” and “ No complaint”** basis by Online Forward Auction through internet, to be conducted by M/s. Metaljunction Services Limited, Kolkata.

Terms & Conditions:

1. Material & Quantity: Description of Material & Quantity are given in the Annexure. The quantity mentioned in the Annexure is estimated availability only and ISP's liability will be limited to supply the available material within the DO validity.

2. Rate : Rate is to be quoted in Rs. per MT 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. The Rates quoted should be valid for 30 days from the date of Online Forward Auction for acceptance by the company.

3. Taxes & Duties : Taxes & Duties as legally applicable shall be payable by the customer. The Bidders must note that the bids are on Rupees per ton basis exclusive of GST and other charges.

4. Payment Terms: Successful bidders shall have to deposit payment at ISP, Burnpur for the materials as per offer by DD / PO / Bankers Cheque in favour of **Steel Authority of India Limited- IISCO Steel Plant**, payable at BURNPUR / ASANSOL / or through RTGS / NEFT Mode to State Bank of India, Burnpur Branch (**A/c. No. 10981831604 & IFSC Code SBIN0000049**) within **4 working days** from the date of offer. **In no case cheque / cash drawn in favour of Steel Authority of India Limited- IISCO Steel Plant should be deposited with the bank. Failing to give payment for ANY/ALL the lot(s), Earnest Money Deposit will be forfeited without any prior intimation and the S.B. shall be debarred from participation in our auctions for a period of 3 months from the due date of payment of this auction for all items in case of first time default. Further, in case a Customer (S.B.) defaults twice within six months period, they will be debarred from participation in our auction for all items for the next 1(one) year.** Extension in payment may be considered by ISP up to maximum **3 working days** on payment of late payment fee @ 24% Per Annum on material value.

5. Delivery Order- The D.O. will be issued on receipt of payment and the customer shall have to lift the entire material within the validity period allowed in the D.O., **failing which the D.O. will be cancelled and necessary action will be taken as per “SAIL FA 1”**. 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.

6. Loading of Material- Successful bidders will be required to collect the materials on “Self Loading” basis as mentioned in the enclosed Annexure. The successful bidder will have to arrange loading of the material in to his vehicles by using his own labourers and crane etc. at his own cost & arrangements.

7. a) Delivery :

i. **No pick & choose will be allowed.** Material shall be lifted by the successful bidder under supervision / presence of the concerned executing deptt. and CISF personnel. Material will be delivered by Road transport and as per loading programme issued by the concerned Mill of SAIL- ISP, Burnpur. No delivery shall be allowed on holidays or Sundays unless approved otherwise by the competent authority. The material shall be delivered to the firm's representatives / lifters against proper authority letter issued by the proprietor, partner or director of the firm. The

successful bidder will be required to issue authority letter on letter heads in 3 copies for lifting of material by their representatives.

ii. 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.

b) Extension in Delivery Period - On Customers' request, extension in Delivery Period may be considered as follows:-

I)In case the customer fails to complete delivery of material within delivery period mentioned in the D.O , the extension in delivery period may be allowed by ISP against payment of penalty @0.25% per day of the 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 .

If the customer fails to lift less than 50% of the Delivery Order Quantity within the validity period of Delivery Order, penalty @0.5 % per day of the material value of balance quantity of the delivery order will be imposed.

The extension in D.O 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.

However, the extension of validity period is sole prerogative of ISP.

ii) 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.

8. Earnest Money Deposit (EMD) Earnest money to be submitted as mentioned in the **Annexure –A page no-4.** No interest shall accrue on EMD. Earnest Money Deposit (EMD) shall be deposited in the form of Demand draft (D.D.)/ Pay order (P.O.)/ Banker's Cheque (B.C.) drawn on any Scheduled bank, in favour of **MJUNCTION SERVICES LIMITED** at any branch of HDFC Bank with CMS facility. A list of such branches has been uploaded at www.metaljunction.com www.metaljunction.com. Bank Account details of M/s-MJUNCTION SERVICES LIMITED are as follows:

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

*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.

RTGS / NEFT facility is also available for depositing EMD. Buyers wishing to avail RTGS / NEFT facility should contact the nearest office of mjunction services ltd at the address mentioned at www.metaljunction.com for details.

NB: 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.

9. Submission of Documents: The interested bidders are required to submit the following documents along with **EMD under covering letter on their letter head by 05:00 PM on 03.10.18**

- Earnest Money Deposit.
- 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.
- Self-attested photocopy of PAN and GST Registration Certificate.
- Bank Details ie. A/c. No., Name & address of the Bank.

10. Inspection : Materials shall be available for inspection on any working day in consultation with Also may contact SAIL ISP's representative Mr. Sudipta Kumar Bhattacharaya, DGM(MM) Marketing:9434777465; Mr.Abhay

Ranjan, AGM(MM) Marketing:9434776516; Mr. Samar Biswas, Asst. Manager(Matls.) Marketing: 9434776544., SAIL-ISP, Burnpur, between 9.00 A.M. to 5.00 PM.

11. Weighment: 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.

12. Road Despatch Procedure- ISP's Standard Road Despatch Procedure is given in the enclosed Annexure B.

13. Date of Online Forward Auction: OFA will be conducted on **04.10.18 from 2:00 PM** onwards. The bidders who fulfil all criteria to participate in the online forward auction may take training from M/s. Mjunction on the online bidding procedure to be followed during the OFA. **For registration and submission of documents along with necessary EMD, please contact** 1) **For Iron & Steel Materials(For Melting) – Mr. Koushik Pal – 833693987, (For Long & Re-rollable) Mr- Nirmal Ghosh-8336925947** 3) **For Coal Chemicals and For Coke Fractions Mr. Sudipta Mukherjee : 9163348124 Mrs. Sangeeta Roy-9163348050, Mr. Gitimoy Mukherjee- 8584008196 and 4) For Idle Assets Mr. Suranjan Mallick- 8336925957, at M/s. Metaljunction Services Limited, Third Floor, Godrej Waterside, Plot No.5, Block DP, Sector 5, Salt Lake City, Kolkata 700 091, and Mr. Sabyasachi Poddar : 033-661331164 at Tata Centre, Kolkata or their Branch Offices at Burnpur- Mr. Abhishek Chakraborty- 9163348279 Mr. Ayan Debnath-8584008263, Durgapur -0343-6510185, Kanpur- 09235505035, Mandi- 09216960169, Bokaro : 09771475259, Rourkela-0661-6514142. Documents received without EMD shall be rejected straight-away and the bidder will not be allowed to participate in the OFA.**

14. Safety : The lifting has to be carried out from the specified area only. The customer and his men like the labourers, drivers of trucks, loaders have to observe all safety rules and regulations inside the works. All safety equipment and appliances are to be provided to the labourers engaged by the customer at his own cost & arrangement. Customers' vehicles should ply only in the routes indicated by ISP/ CISF. The customer shall have to ensure adequate care of their vehicles so that ISP's property is not damaged. 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. The customer shall indemnify ISP against any accident or loss of life.

15. General Terms & Conditions: The General Terms & Conditions of Sale through Online Forward Auction ie. **"SAIL FA-1"** which is available at www.metaljunction.com for reference is also applicable and binding on the bidder. However, bidder's participation in the O.F.A. will itself construe their acceptance of all the terms and conditions of this O.F.A. 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 unauthorised 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 unauthorised / 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.

16. Terms & Conditions of Metal junction - The Terms & Conditions of the online forward auction (Annexure A) and meaning of some key terms (Annexure B) are available at www.metaljunction.com for reference. The bidders are required to submit copies of these documents, OFA document and letter of interest duly signed & stamped along with required EMD to become eligible for participation in the OFA.

NB: "SAIL FA1" & "SAIL S1" & "Definition of Key Terms" which are available at <http://www.metaljunction.com> for reference are also applicable and binding on the bidder.

17. ABANDONED GOODS: The customer must effect 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. 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, the initial deposits and the price, if

LOI AND INDEMNITY BOND SUBMISSION MANDATORY

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.

DGM (MM) Mktg.

Annexure to O.F.A. Notice No. MKTG/18-19/UPIS-05/OFA-247**Date- 26.09.18****OFA will be conducted on 04.10.18 from 2:00 PM. onwards.**

Item No.	Material/location	Qty. (MT)	Loading	Processing	Delivery Period	EMD (Rs)	Taxes & Duties
1.	UNPROCESSED PIG IRON SCRAP Location: From BF-5 complex (Yard adjacent to TLS debricking Area)	100	Self	ALLOWED As is where is Basis	25 W/DAYS	Rs. 100,000/-	As Applicable

Note - 1. Taxes & Duties will be charged as applicable on the date of delivery.**2. TCS @ 1% wherever applicable will be charged on Material value including Excise**

Exemption in TCS will be allowed from the date of receipt of TCS Certificate. Customers seeking exemption in TCS are requested to Submit TCS exemption certificate in advance for each month separately, failing which TCS at full rate will be charged in the invoices.

3. Our Present TAN No.CALS27449C

4. Failing to give payment for ANY/ALL the lot(s), Earnest Money Deposit will be forfeited without any prior intimation and the S.B. shall be debarred from participation in our auctions for a period of 3 months from the due date of payment of this auction for all items in case of first time default. Further, in case a Customer (S.B.) defaults twice within six months period, they will be debarred from participation in our auction for all items for the next 1(one) year.

5. USE OF MOBILE WILL NOT BE ALLOWED WHILE DRIVING TRUCKS /TRAILERS / CRANES etc. WITHIN THE FACTORY FAILING WHICH APPROPRIATE ACTION CAN BE TAKEN BY THE COMPANY. The driver of the vehicle is cautioned to drive slowly and carefully below 20KMPH inside the plant premises

6. MOVEMENT ROUTE OF THE VEHICLES INSIDE THE PLANT IS TO BE SPECIFIED. THE WEIGHMENT OF THE MATERIAL SHALL BE DONE AT 80MT STATIC ROAD-BRIDGE. BIDDERS ARE REQUESTED TO VISIT THE MATERIAL AT SITE BEFORE SUBMISSION OF THEIR BIDS.

7. Delivery quantity should not exceed the booking quantity.

8. The vehicle loading should be as per carrying capacity mentioned in the RC Book.

Note:

Sorting of the product is not allowed.

EMD is to be submitted by 05:00 PM on 03.10.18

**DGM (MM, Mktg)
SAIL-ISP, Burnpur**

LOI AND INDEMNITY BOND SUBMISSION MANDATORY

Pls mail us the LOI at rajib.nayak@mjunction.in, abhishek.chakraborty@mjunction.in and loi@mjunction.in

***Please Mention Sub for LOI:-LOI for SAIL ISP OFA No.....**

****Without proper Subject may leads not attachment in the said auction**

Ref: _____

Date: _____

LETTER OF INTEREST

To
Dy General Manager (MM, Mktg)
Burnpur Mktg Department
Old Material, Building
SAIL- IISCO Steel Plant
BURNPUR- 713325 (W.B)

THROUGH: **M/s. Mjunction Services Limited**

REF. : **Online Forward Auction vide Auction Notice No-**

MKTG/18-19/UPIS-05/OFA-247

Date- 26.09.18

Date of Auction: 04.10.18 from 2:00 PM.

Last Date of EMD & required documents submission: 03.10.18 upto 05:00 PM

Dear Sir,

(1) We are interested in participating in the Online Forward Auction notified vide your notice under reference “UNPROCESSED IRON SCRAP MIXED WITH PIG IRON, SCRAP MOULDS AND DUST AND CHIPSS”. 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.

(2) We are hereby submitting the applicable “One-Auction EMD” as mentioned in Annexure-1, as per following details-

a) By NEFT / RTGS vide UTR No: Dated: by direct transfer from the HDFC Bank account to **MJUNCTION SERVICES LIMITED** as per below mentioned details:-

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

***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.**

OR

We are hereby submitting the applicable “Permanent EMD” of Rs. 1,50,000/= (Rupees One lakh fifty thousand only) as per following details-

a) By NEFT / RTGS vide UTR No: Dated:..... in favour of “**SAIL – IISCO Steel Plant**” , payable at **Burnpur/Asansol** for participating in the above mentioned Online Forward Auction only.

(3) 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 Excise Duty with Cess, Sales Tax, Royalty and other Statutory Levies if any, as applicable and hold the same valid for **30 days** for acceptance of the bid from the date of e-Auction.

Mandatory to fill

Distance From ISP To Consignee Address(In Kms)	Loading Charges (Rs. Per MT)
*	**

**** Distance from ISP to Consignee Address (In Kms)**

**** Loading Charges have to filled by every bidder (GST will be applicable in Loading Charges too)**

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

Name of the Company :
Address of the Company :
USER ID :
GST No.(Both Customer and Consignee) :
Name of the contact person :
Mobile No. :
Contact Telephone Nos :
FAX No. :
E-mail Particulars :

Enclosure: 1) Annexure A, B, & Invitation to OFA duly stamped & signed on each page.

2) Trade License along with GST registration certificate, PAN & excise registration (if applicable).

Yours faithfully,

Place: _____

Name and Signature of authorized Person.

For M/S _____

Date: _____

(With Company's Seal)

FORMAT FOR CUSTOMER MASTER (This must be filled up by the customer)

1. CUSTOMER NAME:

2. CUSTOMER ADDRESS:

*PIN:_____

3. CONSIGNEE NAME :

4. CONSIGNEE ADDRESS:

*PIN:_____

5. PAN NO:

6. GST NO:

7. Distance From ISP To Above Mentioned Consignee Address(In Kms):

8. CONTACT NAME & MOBILE NO:

9. E-MAIL ID:

10. FAX NO:

11. STATUS: COMPANY / NON COMPANY

12. ORGANISATION TYPE: GOVT. / PSU / PVT / RLY / IPT / SUBSY

13. BANK NAME:

14. BANK A/C NO:

15. BANK BRANCH:

16. IFSC CODE:

ANY OTHER INFORMATION:

NAME & SIGN OF THE APPLICANT:
COMPANY SEAL

(PROOF OF PAN /GST /ECC /BANK DETAILS MUST BE ENCLOSED, IF PAN CARD IS NOT IN THE NAME OF CUSTOMER, OWNERS PROOF IS REQUIRED)

FORWARDED BY

(PROOF OF PAN /GST /ECC /BANK DETAILS MUST BE ENCLOSED, IF PAN CARD IS NOT IN THE NAME OF CUSTOMER, OWNERS PROOF IS REQUIRED)

INDEMNITY BOND

I, Sri, son of
....., resident of
....., working for gain with
.....

(Address)..... hereby state as follows:

1. THAT I have been authorized by M/s..... (Party Name)
to give this bond on behalf of my Company M/s..... (Party Name)

2. THAT with reference to the Online Forward Auction No
Ref..... dated issued by
SAIL- IISCO Steel Plant, Delivery Order No.....
dated..... has been issued to M/s
..... (Party Name)
for..... (job description) towards SAIL-ISP.

(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 Delivery Order
..... dtd....., M/s.
..... (Party Name) (or its heirs/representatives or
assignees thereunder) agrees to the following:

1. During the period the (Party Name)'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
(Party Name) to ensure that the statutory provisions are complied with fully.

2 The (Party Name) shall provide and ensure proper use of safety appliances by his
personnel. (Party Name) 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 (Party Name) or his subcontractor. The (Party Name) 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. (Party Name) 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. (Party Name) 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. (Party Name) will also

ensure that all equipments 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 (Party Name) or engaged by SAIL and damage to plant / unit & machinery that may occur in course of loading of materials and (Party Name) shall provide safety appliances as required to the workforce at his cost.

5 (Party Name) shall supply all types of safety appliances and maintain the same in good working conditions. The (Party Name) shall appraise the site personnel in regard to various risk and hazards associated with their job. In addition, (Party Name) shall also include safety consciousness amongst his personnel and provide necessary training.

6 The (Party Name) 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 (Party Name) shall be fully responsible for the safety of his workmen and employees. The (Party Name) 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 (Party Name) shall also assist the said department in regard to the enquiry and implementation of safety measures.

8. The (Party Name) 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 (Party Name) to remedy the defects or supply the facility / equipment as the case may be. The (Party Name) 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 (Party Name) 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 (Party Name) in relation to the discharge of obligation for the (Party Name) under the contract.

10. Where applicable and loading / dismantling / processing of the lot is allowed, the (Party Name) shall be responsible for security / safety of the workmen like the lifters, labourers, drivers of trucks, loaders etc., engaged by him, for which (Party Name) shall have to observe all safety rules inside the company premises and Plant / Unit shall in accordance with this condition accepted by (Party Name), 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. (Party Name) shall provide safety appliances to the workforce at his cost.

11. It shall be the responsibility of the (Party Name) 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.

12 SAIL shall not be responsible for any damage to the trucks / trailers / other handling equipment etc. suffered by the (Party Name) while executing the contract. The (Party Name) 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 (Party Name) 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 (Party Name) 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 (Party Name) has assumed responsibility under the contract.

14 The (Party Name) 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 (Party Name)'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.

That M/s (Party Name) (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.

(INDEMNIFIER)

(Name of Authorized Signatory)

WITNESS :

- 1.
- 2.

Place :

Date :

ROAD DESPATCH PROCEDURE

1. The customer will authorize maximum three persons to deal with SAIL- ISP duly attesting their signature. DO issuing authority at SAIL- ISP will also authenticate the signature and send required documents to concerned departments.
2. Authorized lifter will report to vehicle gate along with copy of DO, authorization letter and vehicles for loading. CISF personnel will check the DO, authorization letter and vehicles. Vehicles should be empty and registration mark painted on the body of the vehicles. CISF will make necessary entries in their register.
3. Vehicles will then report to the concerned weigh bridge along with loading programme issued by the loading deptts for tare weighment. Weigh Bridge In-charge will check the DO, authorization letter of the lifter and the balance material due to the party. CISF at W/B will check that the vehicle is empty. A pink card with serial number will be issued to the customer's authorized representative /lifter and recorded in the register.
4. Vehicle will then report to Loading Deptt. along with Pink Card., vehicle entry pass, DO and authorization letter. Pink Card serial number would also be incorporated in the loading certificate.
5. After completion of loading with adjustment if any, this shall be done in presence of loading supervisor and CISF personnel on duty. The respective loading supervisor and CISF personnel on duty will sign on the final loading certificate / shipping advice to certify that the vehicles have been loaded with only specified material as per DO. Signature should be accompanied by full name of the personnel.
6. The lifter will take the loading certificate back to loading deptt. Where challan / shipping advice will be issue. The loading deptt. Will make necessary entries in their register indicating time of exit of the vehicle from loading deptt. The loading deptt Manager will check and finally sign on the challan / shipping advice and hand over the documents to the lifter and allow the vehicle to go to the concerned weigh bridge for gross weighment.
7. The vehicle will move to the concerned weigh bridge in approved route only. The lifter will produce the following documents at the weigh bridge for gross weighment.
 - a) Copy of DO b) Letter of authority c) Vehicle entry pass d) Loading certificate e) Delivery Challan / Shipping Advice and f) Pink Card.
8. In case of any material to be adjusted in the form of offloading from the vehicle or further loading in to the vehicle an adjustment form, in duplicate signed by the weigh bridge in-charge or his authorized representative, will be given to the lifter mentioning .
 - i) Vehicle Number ii) D. O. No. & date iii) Gross Weight (before adjustment) iv) Quantity to be off-loaded / further loaded.

The adjustment will be allowed for once only for a particular D. O. ie. in the last trip.

9. The lifter will take the loaded vehicle along with the adjustment form to the loading deptt. After due adjustment, the loading supervisor and loading deptt's manager or his authorized representative will sign on both copies of the adjustment form. One copy will be retained by the loading deptt. And the other copy will be given to the lifter for submitting at the weigh bridge. Such vehicle should have a Pink Card with the driver.
10. Final Gross Weighment will be taken and necessary entries will be made in the computer. The combined Despatch Challan Cum Invoice will be printed and handed over to the party / lifter, duly signed by the weigh bridge in-charge. The weigh bridge will issue one Green Card with same serial number of Pink Card to the customer's authorized representative / lifter. The vehicle with the Invoice, Green Card and Entry Pass will proceed to the vehicle gate by the approved route only. Vehicle with Green Card will not be allowed to go back to loading point or any other place inside the plant. The approved route will be intimated by CISF.
11. Customer's representative / lifter will produce the Combined Challan cum Invoice and deposit the same along with Green Card and Entry Pass to CISF personnel at the vehicle gate. CISF will check the documents and retain one copy of the Combined Challan Cum Invoice (as Gate Pass) along with Entry Pass and Green Card and allow the vehicle to go out.
12. In case of unavoidable circumstances, if any empty vehicle, which has entered through all the formalities for loading, has to be returned empty, an authorized executive of the loading deptt. and CISF personnel will jointly inspect and also witness re-weighment of the vehicle at weigh bridge and certify that the vehicle is going out empty. Circumstances & reasons will be recorded and signed. No vehicle will be allowed to stay inside the plant overnight. In case of break down, the vehicle may be allowed to stay inside the plant as per existing procedure.
13. After Gross weighment , the Vehicle should reach Vehicle 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.

o/c



OFFICE OF THE GENERAL MANAGER (SAFETY)
SAIL - IISCO STEEL PLANT, BURNPUR

FROM: GM (SAFETY)	TO : GM (MARKETING) : DGM (SRMO), Burnpur
REF: WORKS/SAFETY/184/2/864	DATE: 08.12.2016

**Sub: Safety precautions during loading
of Primary & secondary sales**

The plant products and by products are dispatched through as primary and secondary sales, where different agencies are engaged to fulfill the dispatch target.

During loading a lot of hectic activities take place with the engagement of different type of men and machines, which create an unsafe condition for safe disposal of materials.

In view of this SED has prepared a list of safety clauses (attached along with), to be adhered to during loading.

This is for your consideration and implementation please.


(S. GHOSH) 18/12/16
GM (SAFETY)

Copy to : GM I/C (Services)

Safety Precautions to be adopted during loading of Primary and Secondary Sales.

1. All the moving vehicle will follow the route as directed by CISF Security and Executing Authority.
2. All the drivers/operators must carry valid driving licences, valid Registration certificate, tax certificate, Fitness certificate and other necessary documents related to moving equipment and produce it to the ISP authority on demand.
3. Trucks/ Trailers without fitness certificate and other statutory clearance will not be allowed inside the plant for transportation purpose.
4. Transportation of materials through Hydra is prohibited inside the plant.
5. Test certificate of lifting tools and tackles must be available during operation.
6. Operator should have updated Medical test and eye test certificate from a MBBS doctor.
7. Helper must be present while reversing of vehicle.
8. Only dedicated signal man should be allowed for signalling.
9. Vehicle must run inside the plant with specified speed limit, otherwise fines will be imposed.
10. The necessary and suitable PPE's must be provided to all the workmen inside the plant by the contractor.
11. No operator/ driver and workmen will be allowed at site in drunken condition.
12. Open/ naked fire is not allowed inside plant for cooking purpose or any other purpose.
13. 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.
14. Area should be barricaded and marking should be done during lifting of materials.
15. Only authorised person should be allowed inside the work area.
16. 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.
17. 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.
18. Tool box talk should be conducted by the supervisor on daily basis and record should be maintained.
19. For any hot job (cutting job), arrangement of fire fighting 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.
20. Over loading must not be done on any moving equipment.
21. Loose materials must not fall on road during movement of vehicle.
22. Generation of dust should be avoided during loading and unloading.
23. All the lifting tools and machines must be used to its Safe working load.
24. Tag line must be used during shifting of materials from one place to another place.
25. 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.
26. 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.
27. Penalty Clause:- Penalty charges will be imposed on defaulting contractor as indicated below:

A). Violation of Safety norms:-

Sl.No.	Type of violation:	Penalty in Rupees	
		Works/Non- works	Projects
1.	Occasional safety violations not wearing crash helmet inside the Plant	Rs. 1,000/-	Rs. 1,000/-
2.	Minor safety violation	Rs. 6,000/- for 1 st violation Rs. 12,000/- subsequent violation	Rs. 10,000/- per first violation, Rs. 15000/- for subsequent violation
3.	Major safety Violation	Rs. 10,000/- for 1 st violation, Rs. 20,000/- for subsequent violations.	Rs. 20,000/- for 1 st violation, Rs. 30,000/- for subsequent violation.
4.	Near Miss Cases which may lead to Fatal / Permanent disability	Rs. 20,000/- or 10% of the contract value whichever is lower per incident.	Rs. 60,000/- or 20% of the contract value whichever is lower per incident.
5.	a) Fatal b) Permanent disability (total loss of earning capacity)	a) Fine of Rs. 5 Lakhs or 20% of the contract value whichever is lower per fatality for a contract upto Rs. 10 Crores. b) Enquiry Committee shall be formed & further advises like exemplary fine (over & above the stipulated mandatory penalty given above) / debarring / banning / blacklisting of the contractor will be taken as per recommendations of the committee	a) Fine of Rs. 6 Lakhs or 20% of the contract value whichever is lower per fatality for a contract up to Rs. 10 crores. b) Fine of Rs. 12 Lakh or 20% of contract value whichever is lower per fatality for a contract above Rs. 10 Crores. c) Enquiry Committee shall be formed & further advises like exemplary fine (over & above the stipulated mandatory penalty given above) / debarring / banning / blacklisting of the contractor will be taken as per recommendations of the committee.
6.	Property damage cases	If any damage is caused to company properties during execution of the job, a committee will be formed to assess the damage and the penalty as suggested by the committee will be deducted from the bill / Security deposit of the contractor.	

- In addition to the above if safety norms are 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 defaulting 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 safety lapses a penalty from 1% to max. 10% of contract value for each specific complaint/unsatisfactory performance and/or default during the terms of contract awarded to the successful tenderer, depending upon the nature and extent of such complaint/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-"A".

ANNEXTURE-"A"

Category	Violations covered under the category		Area-wise penalty in Rupees/violation	
			Works/Non-works	Projects
I.	Occasional violation - Not wearing crash helmet within the Works Area		Rs. 1,000/-	Rs. 1,000/-
II.	Minor violations		Rs. 6,000/- for 1 st violation Rs. 12,000/- subsequent violation	Rs. 10,000/- per first violation, Rs. 15000/- for subsequent violation
	A	Excavation		
		1. Shuttering not done (below 2 mtrs level) of excavation. 2. Excavated materials left near the edge of the pit.		
	B	Electrical		
		1. Proper board plug. 2. Taking shelter behind electrical panel. 3. Source of supply/danger board not displayed on the Power Distribution Boards (PDB). 4. Cables used having many joints.		
	C	Material Handling		
		1. Guy ropes not used during shifting of materials.		
	D	Gas Cutting		
		1. Rolling/Lifting of cylinders/dragging on the ground (without cage). 2. Gas hose pipe clamping done by wires. 3. LPG Cylinder date expiry / over. 4. Wet bags/cover not put on gas cylinder. 5. Loading /unloading of cylinder-cushion not given. 6. Colour coding of gas cutting of hoses not followed.		
	E	Arc Welding		
		1. Welding with non-standard holder.		
	F	PPEs		
		1. PPEs should be ISI marked		
	G	Vehicle		
		1. Driving of heavy vehicles on the main road during restricted hour. 2. Parking at unauthorized place. 3. Truck side panel broken/ not Ok. 4. No number plate on vehicle. 5. No head / indicator/brake light / horn on the vehicle. 6. Tyrese of vehicle having patching /bolting. 7. Un-authorized dumping of material.		
	H	Permit		
		1. Not putting red flags / stopper. 2. Dismantling of structure without authorized plan.		
	I	General		
		1. Make-shift arrangement for job execution.		
Major Violations				

III.	A	Height	<ol style="list-style-type: none"> 1. Unauthorized entry at height / hazardous locations 2. Fall arrester not provided / used. 3. Height Pass not made / 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./ 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. 	Rs. 10,000/- for 1 st violation, Rs. 20,000/- for subsequent violations .	Rs. 20,000/- for 1 st violation, Rs. 30,000/- for subsequent violation.
	B	Excavation	<ol style="list-style-type: none"> 1. No barricading of excavated pits. 2. Proper ladder / steps not provided for descending / ascending. 3. Overhanging burden in pit not removed in excavation. 		
	C	Electrical	<ol style="list-style-type: none"> 1. Power Cable clamped with G.I. wires to post / pillar. 2. Power cables tied on reinforce rod / structure without proper insulation. 3. Loose connection taken from board without 4. Power cables/electrical wires lying on ground in haphazard manner. 5. Electrical Control Post not provided with Barrication /Shelter/Canopy. 6. Earthing not provided on Electrical equipment. 7. ELCB RCCB not installed on PDB. 		
	D	Material Handling	<ol style="list-style-type: none"> 1. Use of damaged slings/tools/ropes. 2. Fitness certificate of cranes / heavy vehicles lifting tools & tackles not available. 3. Crane rope conditions not Ok. 4. Rope of crane not clamped properly. 		
	E	Vehicle	<ol style="list-style-type: none"> 1. Sleeping under truck. 2. Driving in intoxicated condition. 3. Dropping /Spillage of material on the road. 4. Violation of approved speed limits during plying on the road. 5. No front /rear wheel guards on Hydra-m/c. 6. Driving license not available /valid. 	Rs. 10,000/- for 1 st violation, Rs. 20,000/- for	Rs. 20,000/- for 1 st violation, Rs.
	F	PPEs	<ol style="list-style-type: none"> 1. Not wearing safety helmet, safety shoes at site. Working in slippers / barefoot. 2. Hand gloves not used. 		
	G	Permit	<ol style="list-style-type: none"> 1. Working without work permit / shut down 2. Unauthorized oxygen tapping. 3. Working on ISP installations without permission. 		

	H	Statutory Records	<ol style="list-style-type: none"> Critical /heavy erection of structures without authorized plan. SWL Certificates of lifting machines / equipment's not valid / available / details not displayed on the equipment. Eye examination records of vehicle/crane operators not available. Electrical Authorization not available. 	subsequent violations .	30,000/- for subsequent violation.
	I	Arc Welding	<ol style="list-style-type: none"> Welding screen not used. Welding machine earthing not done. (Double body earthing). Using non-power cable instead of welding cable. Welding cables used with many joints. Lugs not provided for connecting cables to Welding machines. Local isolation switch not provided on welding machines. 		
	J	General	<ol style="list-style-type: none"> Absence of Supervisor at work site. Sleeping adjacent to the Furnace / Gas prone area. Not having proper gate passes / other area passes. Not reporting of accident. Hand grinders / mixer machines without guard. 		
	K	Gas Cutting	<ol style="list-style-type: none"> Working with leaking cylinder. Gas cutting without required PPEs. Condition of hose pipe not good. Flash Back Arrester not provided at Torch & Cylinder end. 		
IV	Near Miss Cases which may lead to Fatal / Permanent disability			Rs. 20,000/- or 10% of the contract value which is lower per incident.	Rs. 60,000/- or 20% of the contract value whichever is lower per incident.
Category	Violations covered under the category		Area-wise penalty in Rupees/violation		
			Works/Non- works	Projects	
			<ol style="list-style-type: none"> Fine of Rs. 5 Lakhs or 20% of the contract value whichever is lower per fatality for a contract upto Rs. 10 Crores. Enquiry Committee 	<ol style="list-style-type: none"> Fine of Rs. 6 Lakhs or 20% of the contract value whichever is lower per fatality for a contract up to Rs. 10 crores. Fine of Rs. 12 Lakh or 20% of contract value whichever is lower per fatality for a contract above Rs. 10 Crores. Enquiry Committee shall be 	

V.	Fatal Accidents / Permanent disability	shall be formed & further advises like exemplary fine (over & above the stipulated mandatory penalty given above) / debarring / banning / blacklisting of the contractor will be taken as per recommendations of the committee	formed & further advises like exemplary fine (over & above the stipulated mandatory penalty given above) / debarring / banning / blacklisting of the contractor will be taken as per recommendations of the committee.
VI	Property damage cases	If any damage is caused to company properties during execution of the job, a committee will be formed to assess the damage and the penalty as suggested by the committee will be deducted from the bill / Security deposit of the contractor	

SAIL FA1

General Terms & Conditions of Sale from Plants / Units of SAIL for sale through Online Auction / Forward Auction (FA)

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.

Online forward auction is conducted for M/S Steel Authority of India Ltd. (hereinafter referred as the "Client") on Service Provider platform (hereinafter referred as the "Service Provider").

1.2 LOI – Letter of intent

1.3 DO – Delivery order

1.4 EMD – Earnest Money Deposit

1.5 SD – Security Deposit

1.6 FA – Forward Auction

1.7 FOT – Free on Truck / Trailer

1.8 FOR – Free on Rail

1.9 DD – Demand Draft

1.10 PO – Pay Order

1.11 BC – Banker's Cheque

1.12 AIWIB – As is where is basis

1.13 "The Contract" shall mean and include the SAIL FA1 : General Terms & Conditions of sale from Plants & Units of SAIL for sale through online auction / Forward Auction (FA), Auction notice, General Rules & Regulations governing conduct of Online Forward Auction, Definition of key terms, Letter of interest cum undertaking, Acceptance of offer / Sale order / Offer letter, Delivery order / Release order along with subsequent amendments if any and other documents issued by SAIL pertaining to the referred auction through internet.

1.14 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 buying the item(s) of auction. In other words, the venue for the auction is an Internet

web site / platform. The Service Provider's web site assigned by Service Provider would constitute venue for the purpose of the online auction.

1.15 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's approval for participation.

- 2** The responsibility for 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.

3 Inspection of Material (for material available on ground)

3.1 The bidders are advised to inspect the materials before offering their bid prices. Interested parties will be permitted to inspect the materials as per dates / duration mentioned in the notice for online auction through

Internet. Necessary entry pass / permission in case of CMO can be obtained from concerned Authority at Plant / Unit.

- 3.2** The bidders 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 tender documents are approximate and no warranty or guarantee shall be implied.

SAIL does not give any guarantee that the Acceptance of offer / Sale order / Offer letter quantity will be actually available. The above quantity is merely indicative and no claim for compensation / delay or for any shortfall in the quantity shall lie against SAIL.

1. For Material likely to be generated in future

a. The materials offered for sale which are likely to be generated in future are on "NO COMPLAINT" basis. The material will be lifted with deviations, if any. Quantity, quality, size measurement stated in the notice for online auction through Internet is approximate and no warranty or guarantee shall be implied.

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

- 5** Customers intending to participate in online forward auctions need to duly sign and stamp each page of "SAIL FA1: General Terms & Conditions of Sale from Plants & Units of SAIL for sale through Online Auction / Forward Auction (FA),

General Rules & Regulations governing conduct of Online Forward Auction, Definition of key terms, Letter of interest cum undertaking" and submit them to the Service Provider along with necessary EMD as stated in auction notice. Then the Service Provider will issue a user ID and a password to the customer. In case of CMO necessary EMD as well as all the documents stated above shall be submitted to CMO branch sales office and CMO shall confirm receipt of these to the service

provider so that user ID and password is issued to the prospective bidder. These documents shall be kept valid till the end of the financial year.

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.

Before actual participation, the customers may obtain necessary help from the Service Provider so as to enable them to participate in the online forward auction process, without any difficulty.

6 Earnest Money Deposit (EMD)

6.1 The customers shall be required to deposit a non interest bearing EMD for the amount prescribed in notice for auction through internet in the form of Demand Draft / Pay Order / Banker's Cheque / Cheque from the customer who enjoys cheque facility as the case may be on a nationalized / scheduled bank drawn in favor of "SAIL, concerned Plant / Unit" payable at concerned Plant / Unit branch as mentioned in the auction notice for auction through internet to participate in the online auction through internet process to the Service Provider.

6.2 Cheques will not be accepted towards earnest money deposit except from the customers who have cheque facility.

6.3 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.

6.4 Permanent customers will be those who would like to keep the EMD amount as decided by Plant / Unit to enable them to participate in all the FAs without returning the EMD. Such customers will be given permanent User ID by the Service Provider. Temporary customers will be defined as those who submit the EMD amount as decided by Plant / Unit in each FA for participation.

6.5 Public Sector Undertakings / Govt. Departments may be exempted from submission of earnest money as per prevailing SAIL / Govt. policy.

6.6 In the case of unsuccessful bidders, the earnest money will be returned within seven working days of conduct of auction. No interest shall accrue on the amount of Earnest Money Deposit.

- 7** Bidders hereby confirm that they will participate in the online auction as informed by Service Provider and shall commit to lift the product (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.

8 Award at the Auction

In a single winner format, only one bidder (normally the bidder who quotes the highest price) is awarded the item being auctioned. The bidder quoting the highest price is normally allotted the item subject to approval of price.

9 Validity of bids

The bid quoted should remain valid for acceptance by SAIL within the specified number of days from the date of conduct of auction as stipulated in the notice for auction through internet.

10 Unsolicited offers

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

- 11 The respective Plant / Unit reserves the right to accept or reject any or all the bids and this decision shall be final.
- 12 Each bidder shall, before participating in auction through internet, 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.
- 13 Any bidder giving false information / particulars may be debarred from any future dealings with SAIL as per prevailing procedures of Plants/Units and also as stipulated in special terms & conditions of sale if any.
- 14 The bidder 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.
- 15 Joint participation in bidding by two or more firms shall not be accepted.
- 16 SAIL reserves the right to defer or prepone date for conduct of auction through internet mentioned in the notice for auction through internet at its sole discretion. Conditional bids will not be considered.
- 17 Unless specified otherwise all the payments whether against EMD and Security Deposit and value of materials as advance, shall be subject to the following :-

Payment should be made by way of Demand Draft / Pay Order / Banker's Cheque / Cheque from the customer who enjoys cheque facility on a nationalized / scheduled bank drawn in favor of "SAIL concerned Plant / Unit" and payable at concerned Plant / Unit branch as specified in the notice for auction through internet.

In the process of encashment of such DDs / POs / BCs / Cheques, if any bank collection charge is paid / involved, the same shall be debited to the customer / Successful bidder.

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.

18 Acceptance of Offer / Sale Order / Offer Letter

When a bid is accepted by SAIL, the successful bidder shall be notified by an "Acceptance of offer / Sale Order / Offer Letter " which will be dispatched by post / courier / fax / email or handed over to the authorized representative of customer. This will indicate relevant details viz. description of goods, quantity, accepted rates,

sale value, sales tax, other taxes & duties applicable on date, total amount of Security Deposit (if applicable) to be submitted, the time within which the Security Deposit is to be deposited, and last date of making payment / completing commercial formalities.

19 Security Deposit and Payment towards material value

19.1 The successful bidder shall be required to furnish security deposit (if applicable) and the amount against value of materials including taxes & duties applicable as per details indicated in the Acceptance of offer / Sale order / Offer letter by way of Demand Drafts / Pay Order / Banker's Cheque / Cheque from the customers who enjoy cheque facility as the case may be on a nationalized / scheduled bank drawn in favor of " SAIL concerned Plant / Unit " and payable at concerned Plant / Unit branch mentioned in the "Acceptance of Offer / Sale Order / Offer Letter " within the stipulated time, failing which his order will stand cancelled and his EMD will be forfeited.

19.2 No interest shall accrue on SD.

19.3 SAIL will be entitled to recover from the security deposit all the money due to SAIL concerning the sale and other statutory liabilities of customer.

19.4 The refund of Security deposit is subject to the satisfactory execution of the auction. The security deposit will be refunded within 15 days of completion of lifting and claimed by the party.

19.5 Taxes and Duties

19.5.1 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 wish 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.

19.5.2 In the event of dispute in regard to Excise Duty and Central

Excise authorities levying additional charges for any reasons whatsoever, such duty / charge shall be payable by the customer.

19.5.3 The penalty imposed by the Excise authorities for non-observance of Excise procedure by the customer shall be borne by the customer.

Clauses no. 19.5.2 and 19.5.3 are not applicable in case of stockyard deliveries.

19.6 Failure to make payment

In the event of failure on the part of the customer to make full payment against security deposit (if applicable) / value of the material within the date specified in the acceptance of offer / sale order / offer letter, SAIL, may at its sole discretion, cancel the contract and forfeit the earnest money / security deposit as per terms & conditions of sale of the concerned Plant / Unit without issuing any prior notice to the customer or assigning any reason thereof.

20 Release Order / Delivery Order

20.1 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.

20.2 The customer who has signed the documents as mentioned in clause no 5 is required to sign on the Release Order / Delivery Order for taking delivery. If this is not possible and if the customer desires to take delivery through his authorized representative, he must authorize the nominated person by a letter of authority which has to be presented to the concerned departments. The letter of authority shall bear the specimen signature of the authorized representative duly attested by the customer. SAIL, may at its sole discretion, decline to act on any such letter of authority and it shall be in all cases, for the customer to satisfy the concerned department that the authority is genuine.

21 Delivery

21.1 The delivery of the materials will be effected 'In situ' by the Management.

The goods sold will have to be removed by the customer from the site within the date specified in the release order / delivery order.

21.2 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.

21.3 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 premise. SAIL may subject to the availability, extend at its discretion certain facilities such as cranes etc. on chargeable basis for handling the lot. The fact that such application has been made to SAIL or any delay on the part of the management to grant such facilities does not entitle the customer for any extension of the delivery date.

21.4 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.

21.5 Where the material will be sold on 'FOT' basis, the material will be loaded by the company into trucks to be brought by the customer.

21.6 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 effected to wrong persons.

21.7 Where goods are sold by weight, delivery will be given on actual

weighment. The weight of the empty and full truck / trailer / wagon will be taken on the weighbridge installed in the SAIL Plant / Unit (or in any of the public weighbridges at the discretion of concerned 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.

21.8 The customer shall arrange wherever necessary for bailing the loose goods into compact units for facilitating weighment and 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.

21.9 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 inside the plant.

21.10 All loading by customer must only be done in presence of authorized representative of Plant / Unit & CISF/competent agency.

21.11 Extension of delivery date :

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 may, on consideration of the merit of the case allow suitable extension of delivery period as per special terms & conditions of the concerned Plant / Unit.

If any goods for which release order / delivery order is issued could not be delivered to the customer within the stipulated time, either in full or in part due to reasons attributable to SAIL, SAIL may extend the date fixed for removal of the goods for a period as deemed fit by concerned Plant / Unit.

22 Shortage of goods :

22.1 Where goods are sold in lots and not in number or units, any reference to the quantity, quality, size, measurement number and weight in the notice or other documents shall not be a point of dispute 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.

22.2 Where materials are sold by weight or number and the customer is denied delivery of the whole or a portion of the goods sold, he shall be entitled to make a claim for the proportionate refund to the sale value of the undelivered quantity. He shall not be entitled to claim any damages, loss, profit, interest or compensation on any account due to such short delivery.

23 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 actual customer.

24 Withdrawal of goods from sale

24.1 SAIL reserves the right to withdraw from the sale after advertising or after issue of acceptance of offer / sale order / offer 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.

24.2 SAIL reserves the right to dispose off any item by any other means even after inviting bids for sale of such materials by auction through internet.

25 Abandoned goods

The customer must effect complete removal of the goods from the site within the date specified in the release order / delivery order issued by SAIL. In case goods are not removed in full within the specified date, release order / delivery order for the left over quantity will be treated as cancelled. The goods so left over will be treated as abandoned goods at the risk and cost of the customer. SAIL will have full right on such abandoned goods and will be entitled to release or dispose off the same in any manner it deems fit without any reference to the customer. The customer will have no claim on goods treated as abandoned goods. In addition to forfeiting such abandoned goods, the value of the left over material will also be forfeited. 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.

26 Quantity Tolerance

In the event, goods are found in excess of the quantity specified in the release order / delivery order, SAIL may at its 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.

27 Recovery of due

Any sum of money due and payable to the customer including security deposit (returnable to him under this contract) may be appropriated by SAIL and / or any unit of SAIL and adjusted against any claim / dues recoverable by them from the customer arising out of or under any other contract auction / tender made by customer with SAIL or any unit of SAIL.

28 Payment of Interest

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

29 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 Plants / Units.

30 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 the such damages. SAIL fully reserves the right to recover the cost of such damages including recovery from any sum due to the customer.

31 Entry passes to plant / unit

Admit passes / Area passes / Gate passes / Permission in case of 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 trucks, 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 which ever is earlier.

These equipment / handling machinery 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.

32 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 favor or disfavor to any person shall be resulting into the cancellation of this contract.

33 Compliance of Labour Laws and Safety Rules

33.1 During the period the customer'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 customer to ensure that the statutory provisions are complied with fully.

33.2 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 subcontractor. 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.

33.3 Customer shall take full responsibility and include in his bid 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 equipments 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).

33.4 SAIL has to be indemnified against any accident / injury to the workmen deployed by customer or engaged by SAIL 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.

33.5 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.

33.6 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.

33.7 The customer shall be fully responsible for the safety of his workmen and employees. The customer 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 customer shall also assist the said department in regard to the enquiry and implementation of safety measures.

33.8 The customer must 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.

33.9 Violation of safety requirements

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.

33.10 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, labourers, drivers of trucks, 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.

- 34** All important communication with customer shall be through letters / couriers / faxes / emails and / or notices put up in notice board at concerned Plant / Unit and it will be the obligation on their part not to overlook such notices. Any plea of ignorance of such notices / letters put up in the notice board at concerned Plant / Unit shall not be acceptable.

35 Third party insurance / Indemnity Bond

35.1 It shall be the responsibility of the customer 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.

35.2 SAIL shall not be responsible for any damage to the trucks / trailers / 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.

35.3 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.

35.4 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.

36 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 members' 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.

37 Conciliation

All questions, claims, disputes and or differences of any kind whatsoever arising out of or in connection with or concerning this 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 :-

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

38 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 MD of Steel Plant / Head of unit, (SAIL). Before appointing the Sole Arbitrator, MD 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 MD 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 Managing Director of Steel Plant (SAIL) is changed or his office abolished, the officer who for the time being is entrusted with the functions of the Managing Director of Steel Plant (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 thereafter must withdraw from his office himself and the parties shall also have the right to ask him to do so. The venue of the 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.

39 Legal Jurisdiction

All suits and legal proceedings by or against SAIL Plant / Unit in any matter arising out of the auction through internet 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.

40 Force Majeure conditions

40.1 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.

40.2 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 -

- i) The date of occurrence(s) of Force Majeure disability and
- ii) The nature of such Force Majeure disability along with a certificate from the appropriate Statutory Authority and / or Chamber of Commerce of the concerned state certifying the fact of the Force Majeure condition during the relevant period.

41 Contract closing

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

- 42** Any conflict between the General terms & conditions & Special terms & conditions, the Special terms & conditions will be overriding and finally will be binding on the customer.

SAIL S1

General Terms & Conditions of Sale through tender from Plants & Units of SAIL (except CMO)

1 Definitions

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

- 2 “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.
- 3 LOI – Letter of intent
- 4 DO – Delivery order
- 5 EMD – Earnest Money Deposit
- 6 SD – Security Deposit
- 7 FOT – Free on Truck / Trailer
- 8 FOR – Free on Rail
- 9 DD – Demand Draft
- 10 PO – Pay Order
- 11 BC – Banker’s Cheque
- 12 AIWIB – As is where is basis
- 13 “The Contract” shall mean and include the Invitation to Tender,

Instructions to Tenderers, Tender notice, SAIL S1 : General Terms & Conditions of sale through Tender from Plants & Units of SAIL, Acceptance Offer / Sale Order / Offer Letter, Deliver Order / Release Order along with subsequent Amendments if any and other documents issued by SAIL pertaining to the referred tender.

1.16 Inspection of Material (For material available on ground) :-

Tenderers are advised to inspect the materials before offering their prices. Interested parties will be permitted to inspect the materials as per dates / duration mentioned in the Tender document. Necessary entry pass can be obtained from the concerned authority at Plant / Unit.

Tenderers shall be deemed to have inspected the materials they are

tendering 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 tender documents are approximate and no warranty or guarantee shall be implied.

- 4 The quantity mentioned in the Acceptance Offer / Sale Order / Offer Letter is merely indicative and no claim for compensation / delay or for any shortfall in the quantity shall lie against SAIL. The successful tenderer shall be required to lift the entire quantity of material within the specified period from the physical lot identified as "Material available on ground" as indicated in the tender document even if actual weight of material in the physical lot is more than the indicative quantity mentioned in the tender notice.

2. For Material likely to be generated in future

a. The materials offered for sale which are likely to be generated in future are on "NO COMPLAINT" basis. The material will be lifted with deviations, if any. Quantity, quality, size measurements stated in the tender documents are approximate and no warranty / guarantee shall be implied.

b. If the material under sale is from arising only in the process of production, it may be provided either from the existing stock or future arising or both subject to availability.

3. Tender forms

4.3 Tenders are to be submitted in the prescribed form as detailed in the Tender documents, which will be made available as Annexure/ Corrigendum / Addendum etc. to the invitation to Tender. The tenderers will 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.

4.4 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.

4.5 Letter of acceptance of terms and conditions of sale by the tenderers will be treated as acceptance of tender.

Compliance of any of the above three will be treated as acceptance of tender in toto.

5 Earnest Money Deposit (EMD)

- 7 Every tender should be accompanied by a non-interest bearing Earnest Money Deposit for the amount prescribed in the tender document by way of Demand Draft / Pay Order / Banker's Cheque as the case may be on a nationalised / scheduled bank drawn in favour of "SAIL concerned Plant / Unit" payable at concerned Plant / Unit branch as mentioned in the tender document.

6.7 Cheques will not be accepted towards earnest money deposit.

6.8 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 tender.

6.9 Tender without earnest money will be summarily rejected.

6.10 Public Sector Undertakings / Govt. Departments may be exempted from submission of earnest money as per prevailing SAIL / Govt. policy.

6.11 In the case of unsuccessful tenderers, the earnest money will be returned. No interest shall accrue on the amount of Earnest Money Deposit.

6.12 It must be ensured that the earnest money deposit is not less than the amount required against each lot / item. In case the earnest money is found to be less than the total amount required against total offered lots /

items, the EMD against each lot will be taken individually in a serial order as per offer of the party and the lots covered by this EMD shall only be considered and the rest of the lots not covered by EMD shall stand rejected.

- 14** Tenders are to be submitted by the due date and time to the appropriate authority as per stipulation in one or more parts as the case may be. Delayed /

Late tenders will not be accepted after closing of tender box on due date and time. Tenders through Telegraph / Fax / Telex / E-Mail will not be accepted.

15 Price

The tenderer should quote the rates in the Price Schedule only, against items / lots indicated in the Tender Schedule.

The tenderer should quote the rates in the Price Schedule only, against each item / lot indicated, both in words & figure, in English language. In case of any mismatch between the two, the price indicated in words shall be considered.

The tenderer shall quote for the entire quantity of the goods against each lot mentioned in the Tender Schedule.

Alterations if any, in the quotations, shall not be recognised unless confirmed by the tenderer's signature.

18 Validity of offers

The rate / price quoted should remain valid for acceptance by SAIL within the specified number of days from the date of opening of tender as stipulated in the Tender Document.

19 Unsolicited offers

Tenderers must be very careful to submit a bonafide tender. After submitting a tender, they shall not withdraw their offer or modify any terms and conditions thereof, without being asked to do so. Should the tenderers fail to observe the foregoing

stipulation, their earnest money deposit shall be forfeited and the revised offer of the tenderer shall also be rejected.

- 20** SAIL reserves the right to accept or reject any or all the tenders or apportion the same amongst different tenderers, either in whole or in part, without assigning any reasons thereof.
- 21** Each tenderer shall, while submitting his offer, 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.
- 22** Any tender containing false information / particulars shall be liable to be rejected and tenderers found guilty of furnishing false information / particulars, may be debarred from future dealings as per prevailing procedures of Plant/Unit and EMD shall be forfeited.
- 23** The tenderer is at liberty to be present or authorize a representative, with proper authorization, to be present at the opening of the tender.
- 24** The 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 tender.
- 25** Joint participation in the tender by two or more firms shall not be accepted.
- 26** SAIL reserves the right to defer or prepone date for opening of tenders mentioned in the tender documents at its sole discretion with intimation to the parties. Conditional tenders will not be considered.
- 27** In case of similar quotation / identical rates or prices being received from more than one tenderer, SAIL reserves the right to divide the sale wherever possible or divide in an appropriate manner or draw a lottery for awarding the tender to a single tenderer at it's sole discretion.

18 Unless specified otherwise all the payments whether against EMD and Security

Deposit and value of materials as advance, shall be subject to the following :-

Payment should be made by way of Demand Draft / Pay Order / Banker's

Cheque on a nationalised / scheduled bank drawn in favour of "SAIL concerned Plant / Unit" and payable at concerned Plant / Unit branch as specified in the Invitation to Tender.

In the process of encashment of such DDs / POs / BCs, if any bank collection charge is paid / involved, the same shall be debited to the customer / Successful Tenderer.

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.

- 20** **Acceptance Offer / Sale Order / Offer Letter**

When a tender is accepted by SAIL, the successful tenderer shall be notified by an "Acceptance Offer / Sale Order / Offer Letter" which will be despatched by post / courier / fax or handed over to the authorised representative of customer. This will indicate relevant details viz. description of goods, quantity, accepted rates, sale value, sales tax, other taxes & duties applicable on date, total amount of Security Deposit to be submitted, the time within which the Security

Deposit is to be deposited, and last date of making payment / completing commercial formalities.

21 Security Deposit and Payment towards material value

The Successful Tenderer shall be required to furnish security deposit and the amount against value of materials including taxes & duties applicable as per details indicated in the Acceptance Offer / Sale Order / Offer Letter by way of Demand Drafts / Pay Order / Banker's Cheque as the case may be on a nationalized / scheduled bank drawn in favour of SAIL concerned Plant / Unit and payable at concerned Plant / Unit branch mentioned in the "Acceptance Offer / Sale Order / Offer Letter" within the stipulated time, failing which his / their order will stand cancelled and the EMD will be forfeited.

No interest shall accrue on SD.

SAIL will be entitled to recover from the security deposit all the money due to SAIL concerning the sale and other statutory liabilities of customer.

The refund of Security deposit is subject to the satisfactory execution of the tender. The security deposit will be refunded within 15 days of completion of lifting and claimed by the party.

Taxes and Duties

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

19.6 Failure to make payment

In the event of failure on the part of the customer to make full payment against security deposit / value of the material within the date specified in the Acceptance Offer / Sale Order / Offer Letter, SAIL, may at its sole discretion, cancel the contract and forfeit the earnest money / security deposit as per terms & conditions of sale of the concerned Plant / Unit without issuing any prior notice to the customer or assigning any reason thereof.

19.7 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 customer who has signed the tender is required to sign on the Release Order / Delivery Order for taking delivery. If this is not possible and if the customer desires to take delivery through his authorised representative, he must authorize the nominated person by a letter of authority which has to be presented to the concerned departments. The letter of authority shall bear the specimen signature of the authorised representative duly attested by the customer. SAIL, may at its sole discretion decline to act on any such letter of authority and it shall be in all cases, for the customer to satisfy the concerned department that the authority is genuine.

19.8 Delivery

20.2 The delivery of the materials will be effected 'In situ' by the Management.

The goods sold will have to be removed by the customer from the site within the date specified in the release order / delivery order.

20.3 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.

20.3 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 premise. The management, may subject to the availability, extend at its discretion certain facilities such as cranes etc. on chargeable basis for handling the lot. The fact that such application has been made to the management or any delay on the part of the management to grant such facilities does not entitle the customer for any extension of the delivery date.

20.4 No picking, sorting, cutting, cleaning or breaking up of goods or materials sold will be permitted except in certain special circumstances where prior permission has been accorded by the management in writing. Such permission will only be accorded on the quantity for which payment has been made.

20.5 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 trucks to be brought by the customer.

20.6 Delivery by 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 effected to wrong persons.

20.7 Where goods are sold by weight, delivery will be given on actual weighment. The weight of the empty and full truck / trailer / wagon will be taken on the weighbridge installed in the SAIL Plant / Unit (or in any of the public weighbridges at the discretion of concerned 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.

20.8 The customer shall arrange wherever necessary for bailing the loose goods into compact units for facilitating weighment and 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.

20.9 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 inside the plant.

20.10 All loading by customer must only be done in presence of authorized representative of Plant / Unit & CISF.

20.11 Extension of delivery date :

In case, the customer fails to effect complete removal of goods from SAIL premises within the period mentioned in the release order / delivery order, management may, on consideration of the merit of the case allow suitable extension of delivery period as per special terms & conditions of the concerned Plant / Unit.

If any goods for which release order / delivery order is issued could not be delivered to the customer for reasons attributed to SAIL within the stipulated time, either in full or in part due to any reasons, SAIL may extend the date fixed for removal of the goods for a period as deemed fit by concerned Plant / Unit.

22 Shortage of goods :

21.1 Where goods are sold in lots and not in number or units, any reference to the quantity, quality, size, measurement number and weight in the notice or other documents shall not be a point of dispute and the customer shall have no claim against, the Management for refund of whole or any part of the customer's money or for loss of profit, interest, damage or otherwise.

21.2 Where materials are sold by weight or number and the customer is denied delivery of the whole or a portion of the goods sold, he shall be entitled to make a claim for the proportionate refund to the sale value of the undelivered quantity. He shall not be entitled to claim any damages, loss, profit, interest or compensation on any account due to such short delivery.

23 Re-sale

Re-sale will not be recognised by the management. Acceptance Offers / Sale Orders / Offer Letters and release orders / delivery orders will be made out only in the name of actual customer.

24 Withdrawal of goods from sale

SAIL reserves the right to withdraw from the sale after advertising or after issue of Acceptance Offer / Sale Order / Offer 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.

SAIL reserves the right to dispose off any item by any other means even after inviting tenders for sale of such materials by tender.

23 abandoned goods

The customer must effect complete removal of the goods from the site within the date specified in the release order / delivery order issued by SAIL. In case goods are not removed in full within the specified date, release order / delivery order for the left over quantity will be treated as cancelled. The goods so left over will be treated as abandoned goods at the risk and cost of the customer. SAIL will have full right on such abandoned goods and will be entitled to release or dispose off the same in any manner it deems fit without any reference to the customer. The customer will have no claim on goods treated as abandoned goods. In addition to forfeiting such abandoned goods, the value of the left over material will also be forfeited. 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 Security deposit or any other sum due to the customer.

24 Quantity Tolerance

In the event, goods are found in excess of the quantity specified in the release order / delivery order, SAIL may at it's 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.

25 Recovery of dues

Any sum of money due and payable to the customer including security deposit (returnable to him under this contract) may be appropriated by SAIL and / or any unit of SAIL and adjusted against any claim / dues recoverable by them from the customer arising out of or under any other contract / tender made by customer with SAIL or any unit of SAIL.

26 Payment of Interest

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

27 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 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 unauthorised / wrongful removal. In such cases Plant/Unit may ban business dealings with such customer as per procedure prevailing in the Plant /Unit.

28 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 the such damages. SAIL fully reserves the right to recover the cost of such damages including recovery from any sum due to the customer.

29 Entry passes to plant / unit

Admit / Area / Gate passes 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 trucks, cranes etc., and their workers on the strength of the admit

22.1 area / gate pass 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 / area / gate passes. 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 / area / gate passes, it is invariably necessary to get new area added in the admit / area / gate passes by the officer of the issue. The equipment / handling machinery will be taken out of SAIL premises by the customer or their representative either on expiry of Admit / Area / Gate passes or completion of work which ever is earlier. These equipment / handling machinery should not be used for any other purpose except as mentioned in the Admit / Area / Gate passes for the same. Any breach in the enforcement of safe custody and improper use of the passes would entail termination of the sale at any stage at the risk and cost of the customer.

30 Illegal gratification

Any bribes, commission, gifts or advantage given, promised or offered by or on behalf of the tenderer / 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 dis-favour to any person shall be resulting into the cancellation of this contract.

31 Compliance of Labour Laws and Safety Rules

31 During the period the customer'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 customer to ensure that the statutory provisions are complied with fully.

34 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 subcontractor. 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.

35 Customer shall take full responsibility and include in his tender 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).

36 SAIL has to be indemnified against any accident / injury to the workmen deployed by customer or engaged by SAIL 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.

37 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.

38 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.

39 The customer shall be fully responsible for the safety of his workmen and employees. The customer 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 customer shall also assist the said department in regard to the enquiry and implementation of safety measures.

40 The customer must 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.

33.6 Violation of safety requirements

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.

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, labourers, drivers of trucks, 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. All important communication with customer shall be through letters / couriers / faxes and / or notices put up in notice board at concerned Plant / Unit and it will be the obligation on their part not to overlook such notices. Any plea of ignorance of such notices / letters put up in the notice board at concerned Plant Unit shall not be acceptable.

33.9 Third party insurance / Indemnity Bond

33.10 It shall be the responsibility of the customer 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.

33.11 SAIL shall not be responsible for any damage to the trucks / trailers / 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.

33.12 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.

33.11 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 Offer / Sale Order / Offer Letter.

36 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 members' 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.

37 Conciliation

All questions, claims, disputes and or differences of any kind whatsoever arising out of or in connection with or concerning this 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 :-

- 35.1 Nominee of the Steel Plant / Unit – Independent of officer handling the contract. (to be nominated by the head of the concerned department.)
- 35.2 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.

35.5 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 MD of Steel Plant / Head of unit, (SAIL). Before appointing the Sole Arbitrator, MD 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 MD 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 Managing Director of Steel Plant (SAIL) is changed or his office abolished, the officer who for the time being is entrusted with the functions of the Managing Director of Steel Plant (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 thereafter must withdraw from his office himself and the parties shall also have the right to ask him to do so. The venue of the 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.

38 Legal Jurisdiction

All suits and legal proceedings by or against SAIL Plant / Unit in any matter arising out of the tender shall be subject 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.

39 Force Majeure conditions

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), the Seller shall have the option to cancel the contract for reasons of any or all of the Force Majeure conditions notified by the customer without being able to pay any compensation whatsoever to the Seller.

On the occurrence of any of the above Force Majeure conditions, the party concerned shall notify the other party in writing of such occurrence(s) within 7 days of occurrence(s) stating therein -

The date of occurrence(s) of Force Majeure disability and The nature of such Force Majeure disability along with a certificate from the appropriate Statutory Authority and / or Chamber of Commerce of the concerned state certifying the fact of the Force Majeure condition during the relevant period.

40 Contract closing

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

iii) It shall be the responsibility of the persons submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms & conditions prescribed in the SAIL website and no change is made therein before submission of their tender. In the event of any doubt regarding the terms & conditions formats the person concerned may seek clarifications from the authorised officer of SAIL. In case any tempering / unauthorised alteration is noticed in the tender submitted, from the tender document available on the SAIL website, the said tender shall be summarily rejected and the Company shall have no liability whatsoever on the matter. However, deviation if any proposed by the tenderer may be separately indicated for acceptance or otherwise of SAIL. Such proposed deviation if so indicated separately will not be treated as tempering for the purpose of application of this clause.

iv) Any conflict between the General terms & conditions & Special terms & conditions, the Special terms & conditions will be overriding and finally binding on the customer.

LOI AND INDEMNITY BOND SUBMISSION MANDATORY

BANK DETAILS OF STEEL AUTHORITY OF INDIA LIMITED-IISCO STEEL PLANT

Bank Name	SBI BANK
Branch Name	BURNPUR
Address	Abdul Bari Road, Burnpur - 713325
Current Account No	10981831604
IFSC Code	SBIN0000049
MICR Code	713002003

LOI AND INDEMNITY BOND SUBMISSION MANDATORY

**DETAILS OF SAIL ISP BURNPUR, S BANK ACCOUNTS
A/C STATE BANK OF INDIA, BURNPUR BRANCH
BURNPUR**

Please credit the amount due to us, to our Bank Account Details of our Bank Account are given as under :-

1. ACCOUNT HOLDER NAME :-

S	T	E	E	L		A	U	T	H	O	R	I	T	Y		O	F		
I	N	D	I	A		L	T	D											
I	I	S	C	O		S	T	E	E	L		P	L	A	N	T			

2. BANK NAME :-

S	T	A	T	E		B	A	N	K		O	F		I	N	D	I	A	
---	---	---	---	---	--	---	---	---	---	--	---	---	--	---	---	---	---	---	--

3. BRANCH NAME :-

BRANCH CODE:

B	U	R	N	P	U	R													
---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--

4. 9 DIGIT CODE NO. AS APPEARING IN THE MICR CHEQUE :

7	1	3	0	0	2	0	0	3			
---	---	---	---	---	---	---	---	---	--	--	--

5. ACCOUNT TYPE :- CASH-CREDIT

6. ACCOUNT NO.

1	0	9	8	1	8	3	1	6	0	4		
---	---	---	---	---	---	---	---	---	---	---	--	--

7. IFSC CODE (e Payment)

S	B	I	N	0	0	0	0	0	4	9		
---	---	---	---	---	---	---	---	---	---	---	--	--

8. IFSC CODE (NEFT)

--	--	--	--	--	--	--	--	--	--	--	--	--

OUR MAIL ID OF THE SAIL/ISP /BURNPUR :- bsd.sail@gmail.com

OUR FAX NO:- 0341 - 2240704, 2240018, 2240524.

CUSTOMERS ARE REQUESTED TO ENSURE THAT THEIR NAME AND BANK ACCOUNT NUMBER SHOULD APPEAR IN THE TRANSFER TRANSACTION (E-PAYMENT) BY CONVINCING / COMMUNICATING THE SAME TO THE BANKER. YOU ARE ALSO REQUESTED TO EITHER MAIL/ FAX THE DETAILS OF YOUR TRANSFER AMOUNT AND THE OFFER LETTER NOS. AGAINST WHICH THE E-PAYMENT HAS BEEN MADE.

Dear Sir → Please see
Above

