

STEEL AUTHORITY OF INDIA LIMITED

(BOKARO STEEL PLANT)

(A GOVT OF INDIA ENTERPRISES)

BOKARO-827001

MARKETING DEPARTMENTForward e-Auction No: 24000533 (**REV-02**)**Sub: Sale of Materials by Auction Through Internet****SAIL FA 1 will be applicable for the contract. (Available on <https://www.saitenders.co.in> & www.metaljunction.com)**The following materials will be auctioned through the website on **17.12.2014 @ 12:30 PM**
<http://auction.metaljunction.com> by our auctioneer M/S mjunction Services Limited

On "As is where is" and "No Complaints" basis as under:

FA : 24000533**Date: 17.12.2014**

SL NO	LOT NO	LOCATION / AREA	ITEM DESCRIPTION & REMARKS	QTY (UOM)	LIFTING PERIOD (Days)
3	10007477	CEZ Shop Store	Ambassador Car, Regn. No. BEV-7878	1 (EA)	60
4	10007476	CEZ Shop Store	Ambassador Car, Regn. No. BEV-8877	1 (EA)	60
5	10007898	OG Shop Store	ESCORTS RAPIER HK-17 CRANE BSL NO. C-41;	1 (EA)	60
6	10007899	OG Shop Store	ESCORTS RAPIER HK-17 CRANE BSL NO. C-47;	1 (EA)	60
7	10007481	CEZ Shop Store	Jeep, Regn. No. BR20-2236	1 (EA)	60
8	10007478	CEZ Shop Store	Jeep, Regn. No. BR20C-5634	1 (EA)	60
9	10007479	CEZ Shop Store	Jeep, Regn. No. BR20C-5635	1 (EA)	60
10	10007480	CEZ Shop Store	Jeep, Regn. No. BR20L-1313	1 (EA)	60
11	10007894	OG Shop Store	L&T 90CK EXCAVATOR, BSL NO. EX-28	1 (EA)	60
12	10006839	OG Shop Store	Maruti Esteem Car, Regn No. JH09E 3399	1 (EA)	60
13	10006842	OG Shop Store	Maruti Esteem Car, Regn No. JH09E 4477	1 (EA)	60
14	10006841	OG Shop Store	Maruti Esteem Car, Regn No. JH09E 7878	1 (EA)	60
15	10006840	OG Shop Store	Maruti Esteem Car, Regn No. JH09E 8181	1 (EA)	60
16	10006845	OG Shop Store	Maruti Esteem Car, Regn No. JH09G 4444	1 (EA)	60
17	10006844	OG Shop Store	Maruti Esteem Car, Regn No. JH09G 8485	1 (EA)	60
18	10006843	OG Shop Store	Maruti Esteem Car, Regn No. JH09G 9394	1 (EA)	60
19	10006838	OG Shop Store	Maruti Esteem car VXL, Regn. No. DL2CP 2 Note: - MARUTI ESTEEM CAR VXL, REGN. NO. DL2CP 2558	1 (EA)	60
20	10007795	RMP	PRESS	2 (EA)	90
21	10005456	EMD Maint Mech	STRL. STEEL AND PIPING OF OLD GCP # 2	400 (TO)	120
22	10007896	OG Shop Store	TATA MINI BUS, REGN. NO. BHR-6288	1 (EA)	60
23	10007895	OG Shop Store	TATA MINI BUS, REGN. NO. BHR-7827	1 (EA)	60
24	10007897	OG Shop Store	TATA 955A LC CRANE, BSL NO. C-158C	1 (EA)	60
27	10007308	Loco Spares-Ind	Used/Unserviceable Diesel Hyd. Loco,001	1 (EA)	30 days

SL NO	LOT NO	LOCATION / AREA	ITEM DESCRIPTION & REMARKS	QTY (UOM)	LIFTING PERIOD (Days)
			Note: - THE WT OF LOCO IS 40 T APPROX. (THE BSL DH - 001) CKD PARAHA CZECH) LYING WEST OF 168 SHED		
28	10007307	LocoSpares-Ind	Used/Unserviceable Diesel Hyd. Loco,004 Note: - THE WT OF LOCO IS 40 T APPROX. (THE BSL DH - 004) CKD PARAHA CZECH) LYING WEST OF 168 SHED	1 (EA)	30 days

EMD Structure :**SI No 1 to 20 & 22 to 28 :**

Rs.50,000/- (Rupees Fifty Thousand only) for one time time (one auction) participation or standing EMD of Rs. 1,00,000/- (Rupees One lakhs only)

SI No 21 :

Rs. 1,00,000/- (Rupees One lakhs only) for **S NO-21-LOT NO. 10005456 STRL. STEEL AND PIPING OF OLD GCP # 2)**

Note : Bidder must fulfill the ELEGIBILITY CRITERIA for participation in S NO-21-LOT NO. 10005456 –STRL. STEEL AND PIPING OF OLD GCP # 2. (mention below in TS Page No. 5)

NOTE :

following lots have been decided to **withdraw** from this auction(Auction no.

24000533, Dt. 17.12.14). Details of lots have been given as follows:

1. Lot no. 10007900 - ASHOK LEYLAND BEAVER TRUCKS

2. Lot no. 10007901 – ASHOK LEYLAND BEAVER TRUCKS

25. Lot No.10006916 - TATA P&H 955 ALC CRANE, BSL NO. 113C

26. Lot No. 10006917 - TATA P&H 955 ALC CRANE, BSL NO. 116C

**TENDER
SPECIFICATION
FOR
DISPOSAL OF OLD GCP NO-2
(S NO-21-LOT NO. 10005456 STRL. STEEL AND PIPING OF
OLD GCP # 2)**

September, 2013

DBT/SPEC/GCP#2

CONTENTS – CHAPTERS

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I	List of materials to be salvaged and returned to the Employer.	1
II	Schedule of quantities – Dismantling of steel structures and piping	1
III	Schedule of quantities – Dismantling of mechanical items and returned to the Employer	1

CONTENTS – SCHEDULES

Schedule No.	Description	No. of pages
2.1.1-1	Price schedule for purchase of dismantled materials from employer	1

CONTENTS – DRAWINGS

SL. NO.	DRAWING NO.	DESCRIPTION
1.	-	General Layout of Gas cleaning plant

1.0 INTRODUCTION

- 1.1 Bokaro Steel Plant (BSL) is one of the integrated steel plants of SAIL situated in Bokaro, Jharkhand. There are 05 no. of Gas Cleaning Plants (GCP) each for five Blast Furnaces meant for cooling & cleaning of Blast Furnace gas (BF gas) generated during iron making process.
- 1.2 Each USSR made Gas Cleaning Plant (GCP) consists of one scrubber and two Electrostatic Precipitators (EPs) with gas and water pipe lines for wet cleaning of BF gas as shown in diagram.
- 1.3 This intent of this specification is to obtain offers from suitable parties for disposal of old GCP No-2 (USSR made) as per battery limits shown in the enclosed drawings on 'as is where is' basis.
- 1.4 While dismantling the GCP, the successful tenderer shall ensure that the attached GCP No-1 & its structure remain unaffected. Some components of the GCP shall be retained by Employer for their use and such items shall be handed over to Employer after dismantling. All the components of the GCP-2 broadly fall into following categories.
 - Structural steel including vessels.
 - Pipe & Piping accessories viz. valves, compensators etc..

1.5 ELEGIBILITY CRITERIA:

The bidder should fulfill the following eligibility criteria.

1) Bidder should have experience of successfully completing similar works of dismantling and disposal of plant and machinery in any steel plant or PSU in the same name and also the same type/category of the enterprise/style (i.e. proprietorship, partnership, company and co-operative society) during last 10 years ending last day of month previous to the one in which applicants are invited should be either of the following :-

A. (i) The average value of **three completed work orders** each of which contains similar work costing not less than the amount equal to **Rupees 35 Lakh** .

Or

(ii) The average value of **two completed work orders** each of which contains similar work, costing not less than the amount equal to **Rupees 40 Lakh** .

Or

(iii) The value of **one completed work order** which contains similar work costing not less than the amount equal to **Rupees 50 Lakh**.

B.

(i) In support of eligibility and experience, the tenderer is required to submit self attested photo copies of work orders, completion certificates (by the concerned authority etc.) and an affidavit stating that the documents furnished by them are genuine.

(ii) In case of any documents/information submitted by bidder(s) found to be false or containing any misrepresentation of having any fraudulent declaration in it then in such eventuality legal action (including cancellation of contract, banning of business dealing, damages, criminal proceedings etc.) as deemed fit may be initiated by BSL against the bidder.

2). The average annual financial turnover of the bidder (s) during the last three consecutive financial years ending 31st March 2014 should be at least 50 Lakh (Rupees Fifty Lakh only). Copies of audited profit and loss account or income tax return should be submitted by the bidders in support of above.

2.1 TECHNICAL SPECIFICATIONS

Old Gas Cleaning Plant No-2 apart from structures and piping consists of one scrubber and two EPs. The dimensions of these sections are as follows:

A. Scrubber (1 no):

- Height of cylindrical portion : 27,000mm
- Diameter of the scrubber : 8000 mm

B. Electro Static Precipitator (2 nos)

- Total Height : 218000mm
- Diameter of the cylindrical portion : 7000mm

C. Venturi Atomizer(VA) and water separators (2 nos each)

- No of Venturi Atomiser : 02
- No of water separator : 02
- Throat dia of VA : 625mm
- Length of VA : 1200mm
- Dia of water separator : 3000mm
- Heigh of venture including water separator : 31000 mm

2.1 Scope of Work

2.1.1 General

- i) The old GCP#2 shall be dismantled after GCP #1 structure (scrubber, EPs etc) from common platform of GCP 1 & 2 .
- ii) All items, which are to be handed over to the Employer (BSL), shall be cleaned and handed over at the designated site store. These items are listed at Annexure I and Annexure III. Utmost care shall be exercised in dismantling and handling of these items. All other items shall be the property of the successful tenderer and shall be taken out of the plant by him. The work site

shall be handed back in a neat and clean condition to the Employer. If the successful tenderer wishes to dump any of the dismantled material, the same shall be at a site earmarked by the Employer.

- iii) The successful tenderer shall ensure that during execution of the work, the equipment and structures of adjoining GCP#1 do not get damaged in any way. Repair of any structure/ equipment, damaged as a result of any action on the part of the Tenderer, shall be entirely in the scope of the Tenderer free of cost to the Employer. The successful tenderer shall provide temporary protection for all plant and equipment in the vicinity of the work site.
- iv) While starting the dismantling work, the tenderer shall ensure that all electrical connections & instruments of GCP-2 have already been removed.
- v) No Equipment for dismantling shall be made available from employer for any work.
- vi) The site work shall be carried out by the successful tenderer causing minimum interference to the adjacent operating plant. Details of shutdown of any operating unit, if required, shall be mutually discussed and agreed upon with the Employer. The request for shut down shall be made by the successful tenderer and the consent of the employer shall be obtained in writing before undertaking the work. Responsibility for necessary co-ordination prior to and during shutdown shall rest with the successful tenderer.
- vii) During dismantling, the following lots shall be made at a site earmarked by the Employer before the successful tenderer is given the permission to lift the material "as sold". Before leaving the Employer's premises, the outgoing materials will be weighed and joint records maintained between the Employer and the successful tenderer.
 - a) Structural steel
 - b) Piping
 - c) Piping accessories like valves, compensators etc.
 - d) Electrical and Instrumentation items.
- viii) Dismantled material including scrap and debris shall not be allowed to be accumulated at site and shall have to be removed regularly.
- ix) The work shall be completed within **120 days from the date of handing over of the GCP** to the successful tenderer after payment of scheduled amount.
- x) Price Schedule
 - a) The prices shall remain firm during the tenure of the Contract. In case the Tenderer is unable to quote a firm price, the Employer reserves the right to reject the Offer.
 - b) Quantities and volume of work in respect of various items of works elaborated in this specification are tentative. Variation in the quantities may occur during actual execution.

- c) Certification of quantum of work carried out by the successful tenderer will be done on the basis of joint records of the successful tenderer and the Employer.
- d) The Prices shall be duly filled as per format in schedule 2.1.1-1 and submitted by the Tenderer.

2.1.2 **Dismantling**

The scope broadly covers the following:

- i) One Scrubber unit.
- ii) Two no. of venturi atomizer & two water separators
- iii) Collectors of semi clean & clean gas of dia 2020 mm along with all accessories.
- iv) Two nos of electrostatic precipitator along with internal structures
- v) Platforms at different elevations along with the staircase.
- vi) Pipelines for water supply, headers, spray nozzles etc.
- vii) Other utility pipeline like steam/air etc
- viii) Piping accessories like valves and compensators of different sizes ranging from 15 to 2000mm

The schedule of quantities is indicated in Annexure-II and III

2.1.3 **Temporary Facilities**

The following equipment and facilities, if required, shall be arranged by the successful tenderer:

- i) Yard/temporary shed for storage of all materials and equipment under the scope of dismantling. Space shall be earmarked by Employer.
- ii) Washing/cleaning facilities for the equipment and treatment of washing cleaning fluid and drainage as directed by the Employer.
- iii) Suitable capacity tower cranes and other material handling/ transport equipment required for dismantling of structures and equipment.

2.2 PROCEDURE FOR DISMANTLING

The procedure to be followed during dismantling is elaborated below:

2.2.1 General

- i) Before starting of the dismantling work, all necessary equipment, tools and tackles shall be kept ready at site. In addition to this, the approach to and from the GCP for the purpose of dismantling and removal of dismantled materials shall also be made ready.
- ii) Since the site is in the vicinity of poisonous BF gas installations/ gas pipelines, written clearance from gas safety section of EMD has to be taken on daily basis before starting the dismantling job.
- iii) Temporary protection (including sheeting, wherever necessary) on such items of plant and equipment in the vicinity of GCP-1 & new GCP-2, which are likely to suffer damages as a result of dismantling operation, shall be provided. Utmost care and road safety has to be taken on main road as the site is located very nearer to it.
- iv) All drains are to be kept clean to ensure proper drainage.
- v) Sequence of safe dismantling needs to be discussed and finalized on daily basis with the help of EMD

3.0 SPECIAL INSTRUCTION TO TENDERER

- 3.1 This tender specification shall be read in conjunction with the 'General Conditions of Contract' and other documents which form a part of this Tender.
- 3.2 Only those tenders shall be accepted which quote for the entire package including dismantling, disposal and buying of dismantled materials from Employer as per this tender specification.
- 3.3 The Tenderer shall carefully study the technical specification and drawings before submitting the offer. The quotation shall be submitted in accordance with the specification. No deviation from tender specification will be allowed.
- 3.4 The Tenderer should inspect the site and take due note of the working conditions, practices and arrangements in vogue in the plant and satisfy himself as to the nature and quantum of work before submitting the offer.
- 3.5 Since more agencies may be working at site simultaneously, the successful tenderer shall have to work in close co-operation with them ensuring smooth and safe working.
- 3.6 The successful tenderer shall do all necessary site work and construction of the site office/stores as may be required by him.
- 3.7 All temporary lighting work required for executing this work shall be done by the successful tenderer and all materials, such as light fittings, hand lamps, distribution boards etc. shall be arranged by him. All such work complies with safety standards and electricity rules.
- 3.8 The employer reserves the right to interrupt or alter the sequence of work, whenever such interruption or alternation is necessitated due to any special requirement at site or as thought best by the Employer in the overall interest of the plant, without any financial implications whatsoever.
- 3.9 While carrying out the dismantling work, the successful tenderer shall provide shoring or strutting as necessary, to protect the adjacent foundations, building, installation or plant from damages.
- 3.10 The successful tenderer shall not off-load the contract or part thereof to any sub-contractor without written permission of the Employer.
- 3.11 The successful tenderer shall be responsible for providing watch and ward for materials, tools and tackles and his office/stores.
- 3.12 The Employer will provide free of cost construction power and water at one central point near the work site.

- 3.13 The entire job shall be carried out under the overall supervision of the Employer/ Executing Authority
- 3.14 The successful tenderer shall be provided with available drawings on returnable basis to enable him to carry out the work.
- 3.15 The Employer shall have the authority to make any alternation in, omission from, addition to, substitution for the original specification, drawings, design and instruction that may appear to be necessary or advisable during the progress of the work and the Tenderer shall be bound to carry out the work in accordance with the instruction, which may be given to him by the Employer from time to time. Such alteration, omission, additional or substituted work, which the tenderer may be directed to do in the manner specified above as part of the work, shall be carried out by the Tenderer on the same conditions as agreed for the main work and at the same rates as are specified in the contract for the main work.
- 3.16 All materials and equipment brought to site shall not be removed from the site without written permission of the Employer. This is also applicable to equipment hired by the successful tenderer from outside agencies. Procedure regarding issue of gate pass and checking of trucks/ trailers at entry and exit to the plant shall be in accordance with BSL rules.
- 3.17 The responsibility of loading, unloading and safe custody of the material till placement in the Employer's stores or till dispatch shall rest with the successful tenderer. The materials shall be unloaded at the Employer's stores/dump yard within the stipulated working hours by the Tenderer.
- 3.18 The successful tenderer shall be liable to pay penalty for any equipment/item damaged by him in course of carrying out the work.
- 3.19 The Tenderer shall also ensure regular dumping of debris/ arising to the dumping sites allotted for this purpose by the Employer. Such sites will be within 10 km of the work site.
- 3.20 The successful tenderer shall acquaint himself, with all statutory regulation such as 'Indian Electricity Regulations', 'Indian Explosives Act,' 'Indian Boiler Regulations', 'Indian Factories Act', 'Indian Petroleum and Carbide Act', 'Model Code of Safety Regulations', 'Electrical Safety Code' etc. as relevant to the job and shall follow the same. The successful tenderer shall be responsible for paying strict attention to all statutory regulations for prevention of accidents, explosions, fire hazards etc. Supply and erection of all temporary props and supports as may be needed for safe dismantling without endangering the existing plant and building shall be the responsibility of the successful tenderer.
- 3.21 Gas cutting in fire hazardous areas shall be done with proper planning and shall start only after clearance from the Employer.

- 3.22 The successful tenderer shall also strictly follow the safety rules, regulations and instructions issued by the safety department of Bokaro Steel Plant. In absence of a particular reference by Bokaro Steel Plant, the successful tenderer shall refer to relevant Indian Standard codes and practices and also the state government rules and regulations. The Tenderer shall be personally responsible for the safety of his workmen and shall be liable for prosecution in case of any accident.
- 3.23 The successful tenderer shall supply all safety appliances to his personnel working at site (as per BSL safety norms). These shall include safety shoes, helmets, hand gloves, etc. He shall also ensure use of these safety appliance during work at site.
- 3.24 Time bar chart, mutually agreed to between the Employer and the successful tenderer, shall form a part of the contract and shall not be arbitrarily changed. The tenderer shall confirm to the time bar chart which will be monitored by the executing authority.
- 3.25 The successful tenderer shall submit daily/weekly/monthly progress report of work in the required proforma furnished by the Employer.
- 3.26 The Tenderer shall employ sufficient supervisory staff to look after the work at site. The Tenderer shall furnish along with the offer, an organization chart with responsibilities mentioned therein for carrying out the work.
- 3.27 In case of slippage from the agreed bar chart, the successful tenderer shall augment manpower as directed by the Employer for the successful and timely completion of the work. The successful tenderer shall work extra shift/hours, provide additional motivation to his personnel, if required to adhere to the schedule, at no additional cost to the Employer.
- 3.28 The tenderer shall submit a time bar charts indicating the starting and completion dates of all major activities, based on a total dismantling/disposal period of **maximum Four (04) months** i.e. **120 days** without which the offer may not be consider.

In the event of delay due to reasons beyond the control of the contractor, time extension can be considered on the request of the contractor and with the recommendation of the executing authority.

LIST OF MATERIALS TO BE SALVAGED AND RETURNED TO EMPLOYER

1. All types of valves in Gas lines , Utility lines as per ANNEXURE III
2. All manhole covers
3. All Floats

SCHEDULE OF QUANTITIES – DISMANTLING OF STEEL STRUCTURES AND PIPINGS

Item No.	Description	Unit	Qty.
1.	Dismantling including gas cutting wherever necessary, with due care, the existing steel structures of Scrubber, Electrostatic precipitators, ventury Atomiser , clean & semi-clean gas collectors including piping and other structures etc. at all heights.	Ton	400 (approx.)

**SCHEDULE OF QUANTITIES – DISMANTLING OF MECHANICAL ITEMS AND
RETURNED TO THE EMPLOYER**

Item No.	Description	Unit	Qty. in Ton
1	Valves and compensators of sizes ranging from 15mm to 2000mm	lot	50 (approx.)
	Total weight		

PRICE SCHEDULE FOR PURCHASE OF MATERIALS FROM EMPLOYER

Sl. No.	Description	Unit	Qty.	Rate per unit	Amount in Rs.
1.	Structural Steel and piping	Ton	400		

Note:

1. Complete Old GCP #2 will be dismantled within battery limits.
2. **The above rates should take into consideration the cost of dismantling of the complete GCP including transportation of the dismantled material as detailed in the Tender Specification.**
3. Bidders shall purchase the items dismantled and quote for the item(s) indicated above on item rate basis. Dismantled item shall be disposed off outside the plant boundary with proper accounting as per plant practice.
4. Dismantled items which are not covered above will be disposed off at specified locations indicated by BSL up to a lead of 6 Kms within plant boundary free of cost.
5. Quantities indicated above are approximate and may vary as per site condition.

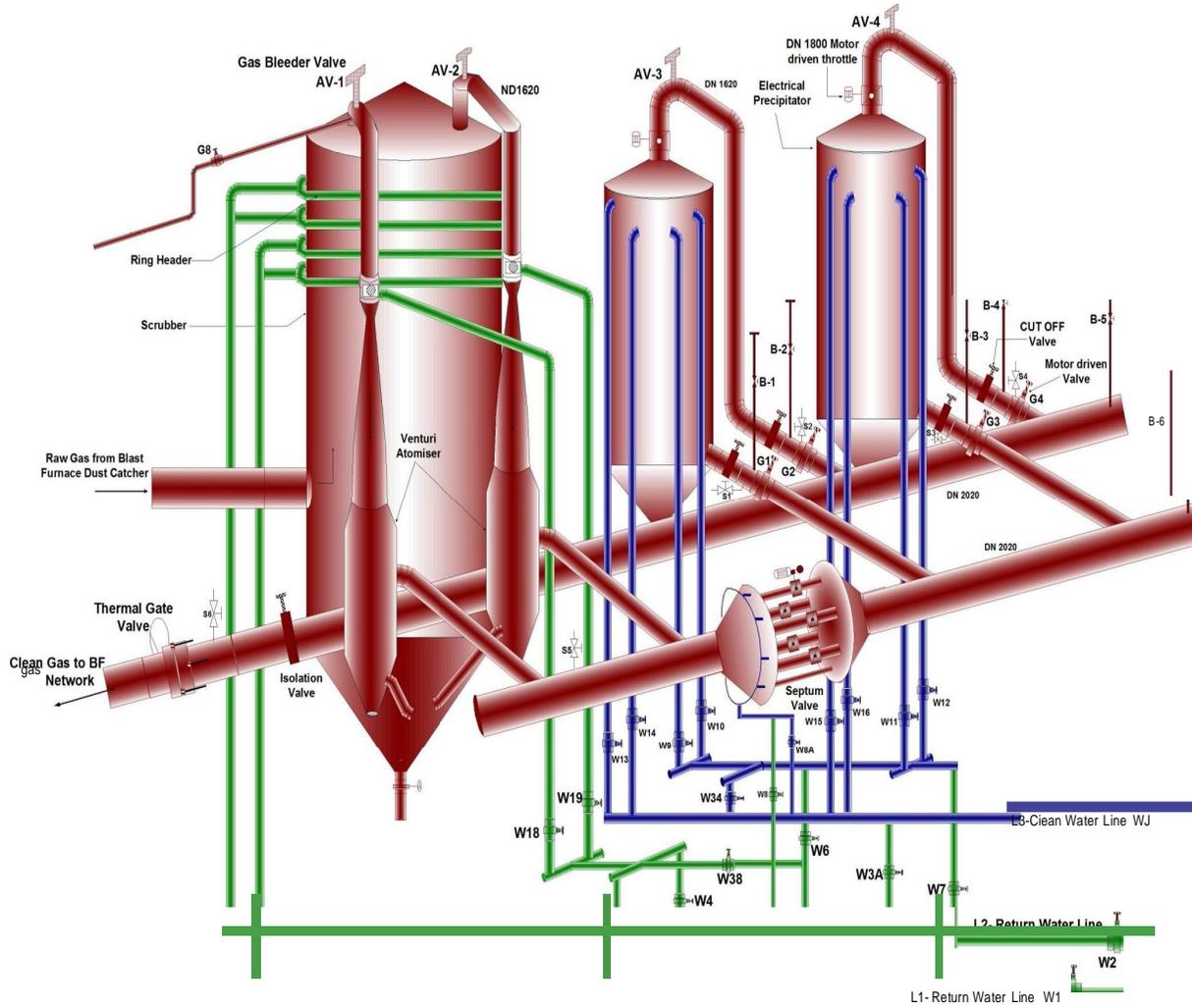
Signature of the Bidder

Name:

Designation:

Seal of Company

BLAST FURNACE GAS CLEANING PLANT



On Behalf of

STEEL AUTHORITY OF INDIA LIMITED

BOKARO STEEL PLANT

MARKETING DEPARTMENT

BOKARO STEEL CITY

JHARKHAND – 827001

E-AUCTION NOTICE

MJUNCTION SERVICES LIMITED

is conducting the sale of the following item on Internet – www.mjunction.in

Date of Auction : 17.12.2014 Auction

Reference No. : FA-24000533

Last Date for submission of EMD : 5 PM ON 16.12.2014

1. The following Materials are available on “As Is Where Is” and “No Complaint” basis at Bokaro Steel Plant, Bokaro Steel City for sale through online forward auction process.

OLD GAS CLEANING PLANT (GCP) No.2, Ex BSL as detailed in **Annexure – ‘A’**, will be available for sale through Online Forward Auction (OFA) process to be held on **17.12.2014 from 12:30 PM** on the Auction platform of Service Provider Mjunction Services Limited (<http://auction.metaljunction.com>) on “As is Where is” and “No Complaints” basis.

2. The Bid value shall be the basic price of the Lot as given in price break up schedule (**Annexure – A**) in the specified units, exclusive of all taxes, duties other statutory levies, freight, cutting/ bending/ dismantling/ handling charges and other charges applicable, if any .

3. Customers intending to purchase the lot / item shall have to **submit the following latest by 5 PM on or before 16.12.2014** as mentioned in Annexure-A in the office of the **Mjunction Services Limited** as per addresses mentioned in (**Annexure-F**) along with the signed copies(**in original**)- {points-a to m} as mentioned below. The documents received beyond the stipulated time will not be entertained and shall be treated as invalid.

*a) A letter of interest in the format given at (**Annexure – B**)*

*b) Auction catalog (**Annexure-A**)*

*c) General Rules & Regulations governing conduct of Online Auction on the Service Provider Platform (**Annexure-C**)*

*d) Definition of Key Terms (**Annexure-D**)*

*e) Terms & Conditions for Sale of Materials (**Annexure-E**)*

*f) Earnest Money Deposit (EMD) of **Rs. 1,00,000/- (Rupees One Lakh Only)** for*

participation. Interest shall not accrue and not payable on EMD.

g) All the Annexures **A to H** are to be duly signed and stamped on each page as a token of acceptance of the same.

h) All the Annexures **A to H** including this notice can be downloaded from the mjunction website [<http://auction.metaljunction.com>]

i) SAIL FA-1 (**Annexure – G**)

j) Notarized copy of PAN

k) Notarized copy of TIN of the participating firm

l) Proof of approved statement of past Experience in successfully Dismantling the similar jobs in steel plants/PSU's and value as mentioned in Clause 1.5 of Technical Specification(TS)-DBT/SPEC/GCP-2. Also, Time bar chart for job operation as per Clause no- 3.28 of TS to be submitted along with this document.

m) Tender Specification is integral part of auction document for Disposal of

GCP-2(**Annexure-H**)

4. Earnest Money Deposit (EMD) shall be deposited in the form of **RTGS/NEFT** drawn on any schedule bank, in favour of **MJUNCTION SERVICES LIMITED**. Payment of EMD other than above mode shall not be entertained.

Earnest Money Deposit (EMD):

Earnest Money Deposit (EMD) shall be deposited in the form of NEFT / RTGS / drawn on any Scheduled bank, in favour of M/S mJunction Services Ltd at any branch of HDFC Bank with CMS facility. A list of such branches has been uploaded at <https://auction.metaljunction.com>. Bank Account details of M/s mJunction Services limited are as follows:

Bank Name	HDFC Bank
Branch Name	Central Plaza
Address	2/6 Sarat Bose Road, Kolkata- 700020
Current Account No.	00140310003480
IFSC Code	HDFC0000014
MICR Code	700240003

5. The Service provider M/s Mjunction Services Limited will provide an “**user ID**” and a “**Password**” to each individual customer, who will submit required EMD and the documents stated as above, to enable them to participate in the dynamic auctioning process of the items / lots of their choice to be conducted in the Website [<https://auction.metaljunction.com>]. Before actual participation, the customer may obtain necessary help from the Service provider so as to enable him or herself to participate in the Online Auction process without any difficulty.

6. PRICE BIDDING :

- 6.1 The customers should bid on UNIT basis (ie., **Rs per MT**)
- 6.2 The price offered / bid online should remain valid for a period of 60 (sixty) days from the date of online auction for acceptance by BSL. Any modification / variation made thereto by the bidders during the above period of 60 (sixty) working days shall be construed as withdrawal from the OFA and in that event, BSL shall reserve the right to cancel the bid and forfeit the earnest money deposit without any further reference to the bidder.

6.5 The Price bid should take care of the following:

(a) The general conditions of all the materials are 'Old, Used and Rejected' and to be accepted on "As is where is" and "No complaint" basis and as per terms & conditions of the Online Forward Auction.

(b) The cost of dismantling of the complete GCP-2 including transportation of the dismantled material, supplying required materials for shifting, modification, rerouting, relocating, transportation of the returnable materials to BSL at the places designated by BSL and clearing the site etc work as detailed in the tender specification in the OFA Document also have to be considered while bidding.

(c) Gas cutting / welding / dismantling / processing etc. will be allowed at Successful Bidder (SB's) Cost & arrangement and with the approval of Executing Agency of BSL, Bokaro Steel City.

(d) It is compulsory to Bid for all the items of **Annexure – A** & any item left without any valid Bid in **Annexure – A** shall make the Bid liable for cancellation.

(e) The price break up of total price for individual items in the Lot will be divided by the respective quantities (i.e. by MT) for the items as mentioned in the estimated quantity column in **Annexure – A**, which will be the basis of calculating the refund amount in case of shortfall in quantity. No complaint about the same will be entertained afterwards on the refund amount so calculated.

(f) It should take care of other clauses as specified in the OFA document with all Annexures, Appendices and Corrigendum, addendum etc.

6.6 The price bid should be exclusive of Excise Duty with Cess, Sales Tax & surcharge, TCS with surcharge, Cess & other taxes, duties & levies etc. and payable extra at the rates ruling at the time of delivery. The Bidders should submit their bid after assessing & getting themselves thoroughly satisfied about the availability of the materials as per OFA Document and it will be assumed that the Bid have been submitted by the bidder after thorough inspection and getting themselves fully acquainted and satisfied with the scope of the work, quantity (i.e MT) available and other related aspects of the work etc.. Shortfall in quantity, if any, of the items of schedule in **Annexure – A**, cannot be made up and no claim for the same would be entertained afterwards. Excess quantity, if available may be delivered as per related clause / condition of the OFA document. Amount for shortfall quantity, if any, will be refunded after completion of the lifting of all available quantity, in due course as mentioned in clause 6.5 (e) above. Once the materials are sold, no complaint of any kind will be entertained in this regard by BSL. The price/ Rates once accepted shall remain firm till completion of lifting by the SB (SB) within the validity period of the contract.

6.6.1 **Bidders shall through on line auction sale on internet site (<https://auction.metaljunction.com>) bid the price as per Annexure – A excluding taxes, duties, other levies etc** covering all the items as per OFA Document.

7. Bidders shall bid Unit **Rate (Rupees Per MT)** exclusive of excise duty, levies, sales tax, entry / exit tax, octroi etc, against each lot/item. All Duties, Taxes and Levies as applicable at the time delivery shall be paid by the buyer as extra along with cost of material in advance before issue of Delivery Order (**DO**) by the Marketing Department/BSL.

8. Final Bids given by the successful bidders in the Online Auction process shall be kept **valid for 60 (Sixty) Days** from the date of auction for acceptance by the Management.
9. Management reserves the right to accept or reject any or all the bids or to apportion the materials in any manner deemed fit and this decision of the company shall be final & binding.
10. In case where none of the bid given by the customers in online auction process is acceptable, the EMD shall be refunded within 10 days from the date of rejection of their offer. However no claim whatsoever shall be entertained if refund is delayed due to bidder.
11. **Letter of Acceptance / Sale Offer (S.O.)** will be issued to the successful bidder (SB) who's bids are acceptable to the Management.
12. **Security Deposit:** Copies of requisite documents duly notarised for opening of sale order viz. Affidavit of Proprietorship/Partnership deed/ Articles & Memorandum of Association as the case may be, Sales Tax Registration and clearance certificate, Information sheet, Undertaking as given earlier, or any other statutory documents (where it is needed) along with Security Deposit (SD) @ 3% of the total value of the material against which EMD can be adjusted, shall have to be deposited by the Successful Bidders in the form of DD / PO / BC drawn on any nationalized bank in favour of "SAIL/Bokaro Steel Plant" payable at "B S City" or "Chas" within 5 (five) local bank working days from the date of issue of Offer Letter for issue of sale order. SD can be also be paid through RTGS as detailed in point no-18.
13. In the event of **failure on part of the bidder to pay the Security Deposit** within specified period, or non-encashment of Security Deposit or defective Bank instrument in regard to Security Deposit, the Rs. 1,00,000/- **Earnest Money Deposit (EMD)** of the bidder will be **forfeited and they shall be debarred from participating in future auctions for next three months.**
14. Sale Order, Delivery Orders (**DO**) will be issued on receipt of confirmation of encashment of payment instrument for cost of material together with duties, taxes, levies etc as applicable.
15. In the event of failure on the part of the bidder to pay the requisite amount of cost of material including duties & taxes within specified period, *(i.e. as per Clause 10 of annexure-E)* the Offer Letter will be cancelled and the **Security Deposit of the bidder will be forfeited** without prior notice to the bidder in case extension is not requested by bidder for depositing delayed payment.
16. Delay in payment is not permitted for security deposit. The delayed payment shall not entitle a party for extra lifting time.
17. **Payment terms, Penalty** for delayed payment, Issue of Delivery Orders (DO), **Lifting** of materials from the yard, **Ground Rent, Forfeiture** etc. shall be governed by the "**Terms & Condition of Sale of Materials** " as per **Annexure-E.**
18. Payment by Cash, Bank Guarantee will not be accepted. However, Payment of Security Deposit and the Cost of material can be done through RTGS in favour Bokaro Steel Plant. The bank details are mentioned below:

i). Name of Beneficiary Bank : **STATE BANK OF INDIA,**

Sector-4, Bokaro Steel City, B S City- 827004

ii). Name of the Beneficiary: **SAIL / Bokaro Steel Plant**

iii). Cash Credit Account No. of the Beneficiary: **10887277388**

iv). IFSC Code of Beneficiary Bank: **SBIN0000246**

19. Payment by Credit note will not be accepted against EMD, Security Deposit and Cost of Material.
20. Successful bidders will have to lift the entire materials from the lot site on "As is where is" and "No complaint" basis **within the time mentioned in "Annexure – A" for the item** from the date of issue of Delivery Order.
21. Successful bidders will have to make their **own arrangement** for collection / removal and transportation of the materials purchased by them from the lot site, wherever Cranes are required for loading, it may be provided by BSL on hire charges, if and when available.
22. If for any reasons beyond the control of the company all the materials offered through the online Auction process or part thereof **cannot be delivered**, the liability of the company will be limited only to the extent of **refund of the Security Deposit and proportionate amount** paid by the customer as applicable without interest for the quantity not delivered subject to fulfilling formalities regarding refund claims.
23. Potential Bidders shall be allowed to inspect the material at site during working hours from **9.30AM to 4.00 PM** excluding the Holidays with prior appointment. Bids shall be deemed to have been made on clear understanding that intending Bidders have satisfied themselves fully in regard to the nature, conditions, quality and quantity of lots upon inspection or otherwise." No claim on such account shall be entertained by the plants once the bid is placed.
24. In respect of sale through online auction process, "SALE AGAINST E-AUCTION WOULD BE TREATED AS SALE WITHIN THE STATE OF JHARKHAND & THEREFORE VAT AS APPLICABLE (LOCAL SALES TAX) AT THE TIME OF DESPATCH WOULD BE CHARGED " **and No Concessional Form will be accepted for the above auction sale.**
25. The sale of materials shall be governed by the terms and details mentioned in ANNEXURE - A,B,C, D, E , G & H.
26. Contact Person Details: Mr S Kumar (AGM-Mktg)- SAIL-Bokaro Steel
Plant - Mobile No.8986873153, Land Line: 06542-287076
Mr.P.K.Bhuin (AGM- EMD), SAIL, Bokao Steel Plant
Mobile No. 8986871909, Land line: 06542-273479, Max: 73479
Mr K Manivasagan - Mjunction Services Ltd- Mobile No.-
8873002785, Landline : 9234364358

ANNEXURE- B

LETTER OF INTEREST

TO

THE GENERAL MANAGER (MARKETING)

SAIL, BOKARO STEEL PLANT

ISPAT BHAVAN,

BOKARO STEEL CITY – 827001

Date of Auction: _____

Auction Reference No.: _____

Dear Sir,

(1) We are interested in participating in the Online Forward Auction notified vide your notice no. _____ dated _____ for above mentioned Online forward Auction Notice. We also agree to abide by all the instructions contained in the above indicated Online Forward Auction notice, General Rules and Regulations governed in Conduct of Online Auction and your Terms and Conditions for Sale of Material by Auction, SAIL-FA1, to the extent not modified in this online Forward Auction Notice.

(1) We are hereby submitting the applicable EMD of Rs _____ (Rupees _____ only) as per following details in favour of **"MJUNCTION SERVICES LIMITED** for participating in the above online forward auction.

Details of EMD is as under :

UTR No.

NEFT/ RTGS Date

Name of Issuing Bank

Amount (Rs.)

We agree to offer our best bid in the Auction process and hold the same valid for 60 (Sixty) days from the date of Auction.

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

Name of the Company : _____

Company Address : _____

_____ Pin _____

Name of the Contact Person : _____

Contact Telephone Nos : _____

Mobile No : _____

FAX No. : _____

PAN Details : _____

TIN Details : _____

Bank Name Branch Address : _____

Bank A/C No and Type : _____

IFS Code : _____

e-m _____ ail Particulars _____ : _____

Yours Faithfully,

Signature of authorized Person with Seal

M/s

Place Date

Enclosure : 1) Annexure A, C,D, E , G &H

NOTE:

Party Code of BSL needs to be provided by all the customers who will be participating in the auction.

LOI is to be send at **loi@mjunction.in** ONLY, No other e-mail id's shall be considered if LOI's are addressed apart from **loi@mjunction.in**

ANNEXURE- C

GENERAL RULES AND REGULATION GOVERNING CONDUCT OF ONLINE AUCTIONS ON THE “SERVICE PROVIDER” PLATFORM

INTRODUCTION:

This Online Forward Auction is being conducted for Bokaro Steel plant, Steel Authority of India Ltd (hereinafter referred as the “Client”) on the Auction Platform of Mjunction Services Limited, (hereinafter referred as “Service Provider”). The General Rules and Regulations provided herein govern the conduct of on line Forward Auctions arranged by “Service provider” on its Auction Platform.

These rules cover the **roles and responsibilities** of the parties in the online Forward Auctions on the Auction Platform. **Acceptance in-Toto to these General Rules and Regulations governing conduct of online auctions, and Terms and Conditions for Sale of Materials by tender or online auction, of Bokaro Steel Plant is a pre – requisite for securing participation in the online auctions.**

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

ROLE OF “SERVICE PROVIDER”

1. “Service Provider’ is the agency (operator) primarily providing the service of the Forward auction to the “client”.
2. Finalization of the auction items in consultation with the client.
3. Collection of EMD, Letter of Interest etc. from the willing bidders and forwarding the same to the Bokaro steel Plant Client.
4. Defining of bidding rules for each auction in consultation with the client.
5. Enhancing bidder awareness of and comfort with the auction mechanism and bidding rules
6. Enlarging the customer base by introducing new bidders.
7. Input of the Auction items and defining the bidding rule in the auction engine.
8. Providing access to the approved bidders to participate in the Auction.
9. Summarizing the Auction proceedings and communicate the outcome to the Client. The responsibility of fulfillment of the contract rests between the bidders and the client and the responsibility of the “Service Provider” shall be restricted to the extent of the services provided by them.

ROLE OF BIDDER

The role of the bidder is outlined below:

1. The bidder would participate in the auction with the aim of bidding to secure the auctioned item in the auction.
2. The bidder would be provided access to the Auction through a "User ID" protected by a "Password". The bidder needs to ensure that the "User ID" and "Password" is not revealed to unauthorized persons. Bidders are also requested to change the password allocated to them by the "Service Provider" to keep their confidentiality. However it would be bidder's sole responsibility to ensure the security and privacy of the same and he/they would not hold the "Client" / "Service Provider" responsible in any manner whatsoever for any misuse of these user IDs and/or Password. Access to the auction mechanism shall be provided to all the approved bidders subsequent to obtaining their written consent to the General Rules & Regulations and the Letter of Interest.

Payment of Earnest Money Deposit (EMD) as decided by the client minimum **2 days** before the of the Forward auction will be one of the necessary conditions for participating in the auction.

3. Bidders hereby confirm that they shall commit to lift the items/Lots (being bid for) at the price entered by them in the auction engine AND at the terms and conditions specified herein by the Client. All Prices entered shall be legally binding on the bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honor the bids placed during online bidding shall render the bidders liable for penal action as mentioned at point no **12** of the notice for Forward Auction.i.e. forfeiture of the EMD and debarring them for future participation for 3 months.

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

5. The bidders shall bid on the terms specified by the client & place their bid in the auction engine in the manner specified by "Service Provider". The bidders shall not stipulate any conditions on their own unless the terms of the client (the client's terms & conditions) expressly permit such conditions being stipulated by the bidder. Bids entered with conditions attached shall be considered Conditional bids & "service provider" retains the right of rejecting these bids even without intimating the client.

BIDDING RULES

The Bidding Rules refer to the information and terms defined specifically for a particular auction. The purpose of the Bidding rules is to provide approved bidders with the information and terms specific to the auction in which they are bidding.

This would include:

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

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

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

CONDUCT OF THE AUCTION:

Only those bidders who have been approved by the "Client" and handed over stamped and manually signed "General Rules and Regulations governing conduct of online auction along with Letter of Interest, required EMD amount and other necessary documents to the "Service Provider" at least 2 days prior to the start of online auction will be given "Login ID" and "PASSWORD" to enable them

view and participate in online auction. However a time of 10 working days shall be provided for in-between the date of the On line Auction Notice and the date of On line Forward auction so as to give sufficient time to the eligible bidders to be ready in all respect for taking part in the Online Forward auction.

The Auction shall be conducted on pre-specified date. The Key Terms pertaining to the conduct of Auction such as "START TIME", "DURATION", "END TIME" AND "AUTO EXTENSION FACILITY" Shall be specified separately for each Auction. "Service provider" retains the right to cancel or reschedule the auction, with the approval of the Competent Authority of the Client, on any of the following reasons:

- The number of confirmed bidders is deemed insufficient to conduct the auction
- Some of the confirmed bidders are unable to access the module due to infrastructure problems such as sustained power failure or telecommunication breakdown.
- There are no bids, which are equal to or below Start Bid Price.
- Any other reason which in the opinion of "Service Provider" / "Client" requires such action to be initiated.

The duration of auction may also vary from the pre-specified period of time either on account of termination of the auction by "Service Provider" on the advice of the Client

Or

In case of situations where it is felt that continuance of the auction proceedings is prejudicial to the smooth conduct and / or the integrity of the auction process.

Or

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

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

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

In case of failure of net connection, bidder will give his best price to the "Service Provider". "Service Provider" will bid on behalf of the bidder with the minimum increment until the bid price reaches the best price offered by the bidder, by proxy bidding mechanism.

The best price communicated by the bidder will have to be authenticated by written confirmation or fax to the "Service Provider" and will be kept confidential between the "Service Provider" and the bidder. Bidder will be bound by the price offered.

LIABILITY OF "SERVICE PROVIDER"

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

- Any breach of contract by any of the parties in the fulfilment of the underlying contract.
- Any delays in initiating the online auction or postponement / cancellation of the online auction proceedings due to any problem with the hardware / software / infrastructure facilities or any other shortcomings.

While, reasonable care and diligence will be taken by "Service Provider" in discharge of its responsibilities such as design of the online bid, communication of bid details and rules, guidance to client/ bidders in accessing the Auction Engine and placing bids, etc. the bidders shall specifically indemnify "Service Provider" from all liabilities for any shortcomings on these aspects. It is clearly

understood that these activities are undertaken by "Service Provider" to assist the bidders in participation but the ultimate responsibility on all these counts lies totally with the bidders.

RIGHT OF THE CLIENT:

The Client reserves the right to partially or totally accept or reject any / all bids placed in the Online Auction without assigning any reason whatsoever. The decision of the client would be final and binding on the bidder in any such case.

CONFIDENTIALITY CLAUSE:

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

JURISDICTION

Any disputes relating to the online auction module shall be subject to the sole jurisdiction of Court of Law having jurisdictions over the Plant from where the materials are being sold. On line Auction conducted at Bokaro Steel Plant shall exclusive jurisdiction of Bokaro Civil Court.

ANNEXURE D

DEFINITION OF KEY TERMS

Auction.

Auction refers to a forum where the requirement for one/more lots of an item is stated and the participants (bidders) are required to bid down the price to be selected to supply the requirement.

Online Auctions.

Online auctions refer to those auctions conducted through the Internet with the bidders (from one or more locations) simultaneously bidding to be selected for supplying the item/s on auction. In other words, the venue for the auction is on an Internet website/ platform. The "Service Provider's" website assigned by "Service Provider" would constitute venue for the purpose of the online auction.

Award at the Auction.

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

Client.

Client is the individual/business entity who has contracted "Service Provider" to conduct such auction. In case of auction, the purpose would be the genuine intent to sell the selected items/Lot to the bidders desiring to buy these items from the Client.

Bidder.

Bidder is the individual/business entity participating in the auction, intending to buy the items/Lots from the Client. To become a Bidder in the auction, a business entity has to secure client approval for participation and also provide written assent to the General Rules and Regulations

Auction Engine.

Auction Engine refers to the software that encapsulates the entire auction environment, processing logic and information flows. "Service Provider" is the sole owner of the auction engine and retains exclusive right over the utilization of the same.

Timings of the Online Bid.

All the timings of the Online Bid shall be based on the time indicated by the Server hosting the Auction Engine. It shall be the endeavor of "Service Provider" to ensure that the Server Time reflects as closely as possible the Indian Standard Time (IST) i.e. GMT + 0530 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Auction Engine (Launch, operation, and closure) would be guided by the Server Time. Bidders are advised to refresh both the windows of the Auction Module check the exact Server Time (displayed in both the windows).

Preview Time.

Preview Time refers to the period of time that is provided prior to the commencement of bidding. This is to facilitate approved participants to view the auction details such as item specifications, bidding details and bidding rules. The purpose is also to familiarize participants with the functionality and screens of the auction mechanism. It is not mandatory for "Service Provider" to provide Preview Time.

Start Time.

Start time refers to the time of commencement of the conduct of the online auction. It signals the commencement of the Price Discovery process through competitive bidding.

Duration of the Auction.

It refers to the length of time the price discovery process is allowed to continue by accepting bids from competing bidders. The duration of the auction would normally be for a pre-specified period of time. However, the bidding rules may state the conditions when the pre-specified duration may be curtailed/extended. The conditions include:

- Curtailment of auction duration in the event of no bids for a specified period of time (Inactivity Time)
- Automatic extension in the event of bids being entered towards the end of the scheduled duration to facilitate the other bidders to view and react to the bid.

Auto Extension of the Auction Timings.

In the event of bids in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are placed for the specified period (Engine remains inactive for the specified period). The Inactivity Time for Auto Extension purpose is normally X minutes. "Service Provider" however retains the right to change the same. The Inactivity Time applicable for the particular Online Bid shall be visible to the bidders under the Bidding Rules module on the engine.

End of the Auction.

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

Auction Report.

"Service Provider" would provide an Auction Report to the Client containing a summary of the auction proceedings and outcome. The Auction Report would constitute the official communication from "Service Provider" to the client about the outcome of the Auction.

ANNEXURE -E

TERMS AND CONDITIONS FOR THE SALE OF MATERIALS BY ON LINE AUCTION / TENDER FROM BOKARO STEEL PLANT

1. MANAGEMENT: The Management will mean the Managing Director, Steel Authority of India Limited, Bokaro Steel Plant or any officer authorized by him to act on his behalf.
2. PURCHASER: The Purchaser will mean the successful bidder whose bid has been accepted under the terms of the online auction/tender process.
3. TERMS & CONDITIONS
 - (a) Bids are accepted on the assumption that the bidders are aware of what they are bidding for that the principle of "Caveat Emptor" shall apply. The sale is on "**AS IS WHERE IS**"& **NO COMPLAINT basis**. The materials 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 should be implied. The bidders/Tenderers are advised to inspect the materials before offering their prices.
 - (b) Inspection of Stores/Site: Interested parties will be permitted to see the materials from **9.30 A.M. to 4.00 p.m.** daily on working days. Necessary entry passes may be obtained from the Receptionist/ CISF.
4. TENDER FORMS:
 - (a) The Bidders will sign on each page of the tender documents from Annexures B to G, terms and conditions of sales, schedule etc. in token of acceptance thereof. However, the signature on the tender schedule along with the terms and conditions shall be deemed to be acceptance of all terms and conditions of sale & schedule and other documents forming parts of the on line auction / tender.
 - (b) Earnest Money: Each tender/ online auction will be accompanied by an Earnest Money Deposit in the form of Demand Drafts/ Pay Order/Banker's Cheques in the name of "Steel Authority of India Limited, Bokaro Steel Plant", payable at any scheduled nationalised Bank at Bokaro Steel City or Chas Branch. The amount of Earnest Money will be stipulated in the invitation to online auction/tender. Cheque/Cash will not be accepted towards earnest money deposit, it is not possible to adjust earnest money from any sum of money due from the SAIL Bokaro Steel Plant, on account of pending bill security deposit or earnest money paid towards another on line auction.
5. Document **Submission for On line auction** : Documents will be submitted by the date and time stipulated in the Invitation to on line auction/Tender to the appropriate authority. The documents shall enclose the Demand Draft/ BC/PO towards the Earnest Money. The intending buyers may submit their documents either personally or through dak / courier to the office of **MJUNCTION SERVICES LIMITED as per Annexure F**. Any document / application for tender/ online auction received before the publication of the advertisement or after due date and time fixed as per point no 2 of the e-auction notice shall not be considered.

In Case of any Cheque towards the payment of Security Deposit(SD) or Cost of Material is found to have got dishonoured during the Clearing Process for any reason , whether at the fault of customer or / and their banker, the EMD/SD amount against that particular lot shall be forfeited without any prior notice to the party.

However, the party is allowed to lift the material after re-depositing the forfeited EMD/SD amount and the cost of the material with interest as per the Terms and Conditions of SAIL.

In case of the Cheque of a Party getting dishonored for the second or subsequent times within a period of 02 years, in addition to the forfeiture of EMD/ SD as above , the facility to the Party for depositing Payment Through Cheque shall be withdrawn and the party has to deposit their payment only through payment instruments such as Demand Draft, Pay order, Banker's Cheque, D.C.R(i.e Deposited Call Receipt) in the name of SAIL, Bokaro Steel Plant.

6. Final Bids given by the successful bidders in the Online Auction process shall be kept valid for maximum 15 (fifteen) working days (30 working days for Idle Assets) from the date of auction for acceptance by the Management.

(a) In case the date of online auction becomes a holiday, the auction will be opened on the next working day.

(b) The Management reserves the right to accept or reject any or all the online auction/ tenders without assigning any reasons thereof at any stage. Bidders/purchasers/tenderers shall have no claim on SAIL/BSL on account of rejection of tenders or non-acceptance of the same

7. Conditional On line auction Auction/Tenders: Conditional bids will not be considered.

8. (a) When the H1 price of a lot/item is approved, the purchaser shall be notified by an Offer Letter, which will be sent on E-mail/Fax/by hand/through courier. The offer letter will indicate full details namely the particulars of the materials, quantity, accepted rate, sale value, sales tax, other taxes, duties, levies etc, amount deposited towards earnest money and the date of making payment.

(b) Security Deposit:. The refund of the security deposit is subject to the satisfactory execution of the order. S.D shall be non-interest bearing .The Management will be entitled to recover from the security deposit all the money due to the Plant concerning the sale.

(c) In the event of failure on part of the bidder to make full payment within the date specified in the Offer letter, the Management may at its option cancel the offer/ sale relating to the lot/ items forfeiting the earnest money & security deposit without issuing any prior notice to the tenderers/ bidders.

9. **Payment:** Payment to be checked by Finance

i) In addition to Security deposit, the Successful Bidder shall be required to remit 30% (Thirty percent) of the Bid value including applicable Taxes, Duties and levies etc. separately as per Bid Value in advance as 1st installment in the form of Demand Draft / Banker's Cheque / Pay Order/At par Cheque /RTGS within 7 (seven) days from the date of issue of Offer Letter failing which the Security deposit shall be forfeited and contract will be terminated.

ii) Upon receipt of 30% of advance payment, the Successful Bidder shall be permitted to start dismantling of OLD GCP-2 for the items permissible as per contract. Contract Period of 120 days will be reckoned from the date of actual handover of the old GCP-2 to Successful Bidder (SB) after payment of the scheduled amount.

iii) Balance 70% of the Bid value of the materials including applicable taxes, duties & levies etc. separately as per Bid in the Online Auction shall have to be deposited within 30 (thirty) days from the date of Offer Letter.

iv) Dispatch / removal of dismantled materials / equipments against the Online Auction shall be allowed only after balance 70% of the full value of the entire Lot

including taxes and duties is received and the materials as per OFA document are handed over to the company (BSL). The Successful Bidder has to abide by the Scope of work, the procedure of dismantling and the special instructions as per the TS for disposal of OLD GCP-2

v) For delay in the deposit of 1st installment of 30% as at (i) above, within 7 (seven) days, interest @ 24% per annum shall be charged for the period of delay subject to a maximum delay of 15 (fifteen) days; beyond which Security Deposit shall be forfeited and contract terminated.

vi) Delay in the deposit of 2nd installment of 70% (Seventy percent) within 30 (thirty) days as stipulated at (iii) above, interest @ 24% per annum shall be charged for the period of delay subject to a maximum delay of 15 (fifteen) days, beyond which the Security Deposit and 1st installment of advance payment shall be liable to be forfeited and contract terminated.

vii) In case of non – fulfillment of the contract or non – compliance of any of the OFA document terms and conditions, the company shall be entitled to recover or adjust all its losses from the amount available with the Company including Security deposit. Further more, in case any damage is caused to any property / loss of life of any individual, in the course of removal / dismantling of materials, then the compensation for such loss, as ascertained by BSL will be recovered from the SB out of his security deposit and / or any other deposits. However, SBs shall ensure that all safety precautions are taken during dismantling / removal process as per terms of the OFA Document.

viii) The Tenderer/Bidder has to submit Time Bar Charts indicating the Starting and Completion date of the major activities from the day of issue of offer letter that are to be carried out towards the disposal process as per the Clause no- 3.28 of The Tender specification(TS) for the disposal of OLD GCP-2 along with all documents.

10. Delivery by proxy will be at the purchasers sole responsibility and no risk and no claim shall lie against the Management on account, whatsoever, if delivery is effected to wrong person. The option of delivery of any item by rail or Road shall lie with BSL Management. In case of Rail Delivery, rail freight, under-load, siding charge, demurrage etc. shall have to be paid by the buyer along with cost of material.

a) **Delivery Order and delivery:** - On receipt of SD and 100% cost of material along with taxes and duties from the purchaser, BSL will issue a Delivery Order (**DO**) which will enable the purchaser to take delivery of the materials from the stock holder. The Bidder/tenderer is required to sign the Delivery order (**DO**). If this is not possible and if the Bidder/ tenderer desires to take delivery through his authorized representative, he must authorize persons by a letter of authority in the prescribed format on non-judicial stamp paper of Rs.5 duly notarized, which shall be presented to the appropriate Management. The letter of authority shall bear the photograph and specimen signature of the authorized representative duly attested by the Bidder/ tenderer. BSL may, in its entire discretion decline to act on any such authority and it shall be in all case, for the purchaser to satisfy the stockholder that the authority is genuine.

b) **Actual Delivery/Lifting:** The buyer /his authorized representative shall lift the material from the lot/area allotted on the basis of Delivery Order (**DO**) in terms of tonnage/ number/lot/measurement. In case of big equipment/Plant/Unit sold, where whether the entire Plant/Equipment/Unit is lifted in one or different parts/lots, the delivery shall be on the basis of weight even when the prices quoted is for the entire unit/equipment/plant. For extra tonnage of the item, proportionate extra payment along with taxes and duties shall be required to be made by the parties with reference to the weight of the item mentioned in the tender/ Delivery Order (**DO**).

- c) **Weighment:** The weighment of material as recorded on BSL's weighbridge/ reflected in DA/RR shall be final and binding.
11. (a) **Delivery time for removal of goods:** The delivery of the materials will be effected "in situ" by the Management. Time is the essence of the contract. The goods sold will be removed by the buyer from the site within validity of the Delivery Order. Delivery of the materials will be made during working hours on all working days on presentation of Delivery Order (**DO**) by the purchaser to the officer in charge, who may suspend the delivery for a particular period of time for want of any clarification or other technical / operation reasons. The buyer will make their own arrangement for collection / removal and transportation of the 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 premise. The Management may, subject to the availability, extend at its discretion certain facilities such as cranes etc. on chargeable basis or otherwise 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 purchaser for any extension of the delivery date.
- (b) The removal of the materials within the stipulated period is not subject to the availability or otherwise of labour, wagons and such other factors as climatic conditions and transport etc. which is the responsibility of the purchaser.
- (c) However the Management may, consider allowing extra lifting time in special circumstances/ situation when lifting could not be done due to reasons such as strikes, Bandh, failure of loading equipment/EDP computer system or any other unforeseen reasons etc.
12. (a) **Railway siding facilities:** The purchasers may, at the discretion of the Management be permitted to use the Plant siding at the purchaser's cost, risk and arrangements, granting of permission is subject to Railway restrictions from time to time. The purchaser will have to pay the Management in advance the siding charges as applicable from the time to time. Necessary Security Deposit payment will be made by the purchaser on this account, the purchaser will be liable for the payment of all the charges payable to the Railways whenever the Plant siding is used under their own arrangement or through the Plant in case of delivery by Rail. Delivery by rail shall be subject to wagon availability and Railway permission. On this account no claim/complaint shall be entertained by BSL.
- (b) Whenever permitted, the purchaser shall carry out cutting, breaking and dismantling of the sold good for lifting in pieces under the supervision of authorized representative of Loading Unit/Delivery department. The delivery Department will ensure proper identification of the items/equipments/installations and marking on them during cutting and dismantling works in order to avoid mixing of the sold items with any other assets of BSL. However, before starting the dismantling work, written approval of HOD concerned shall be obtained from Delivery Department/Loading Unit.
13. **Shortage of goods:** 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 purchaser shall have no claim against the Management for refund of whole or any part of the purchaser's money or for loss of profit, of interest, damage or otherwise. Where materials are sold by weight or number and the purchaser fails to obtain delivery of the whole or a portion of the goods sold, he shall be entitled to make a claim for the proportionate refund of 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.
14. **Re-Sale:** The Management will not recognize Re-Sale. Sale Orders and release orders will be made out only in the name of actual Bidder or tenderer.

15. **Custody and preservation of goods after sale:** The materials shall remain in every respect at the risk of the purchaser from the date of Sale Order is issued to the purchaser. The Management shall not be under any liability for the safe custody or preservation thereof from that date.
16. (a) **Withdrawal of goods from sale:** The Management reserves the right to withdraw at any stage from the sale after advertising or after issue of Sale Order/ Release Order any items or any quantity of the materials by number or weight without assigning any reasons thereof to the purchaser. Sale Value for the materials so withdrawn, if any, paid by the buyer, will be refunded. The Management will not be responsible for any damages/ loss what so ever to the purchaser on account of such withdrawal. SAIL / BOKARO Steel Plant reserves the right to reject any or all applications / offers partially or fully at any stage of the process / tenure or modify the process / tenure or any part / term thereof any time without assigning any reasons No financial obligations, whatsoever, shall accrue to Sail / BSL in such an event.
- (b) The Management reserves the right to dispose off any item by other means even after inviting Bidding/tenders for sale of such materials.
18. **Abandoned Goods:** The purchaser must effect complete removal of the materials sold to them from the site within the date specified in Delivery Order (DO) issued by the Management. In case the material is not removed in full within the specified / extended date, delivery order for the left over quantity will be treated as cancelled. The materials so left over will be treated as "Abandoned Goods", at the risk and cost of the buyer. The Management will have full right on such Abandoned Goods and will be entitled to resell or dispose off the same in any manner it deems fit without any reference to the purchaser. The buyer will have no claim on materials declared as the "Abandoned Goods". In addition to forfeiting such abandoned goods the initial deposit and the price if any paid by the purchaser the 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.
19. **Damage to Plant Properties:** The purchaser shall be fully responsible for any loss/ damages that may be done to the premises, equipments, machineries, and other installations of the Plant or person in the course of removing the lot/ items bought by him, and the purchaser is fully liable to reimburse to the Management the cost of such damages. The Management fully reserves the right to recover the cost of such damages from any sum due to the purchasers or through legal action whatsoever.
20. **Entry Passes to the Plant:** Admit / Area/ Gate Passes are issued to the representative of the purchaser by the officials of CISF, Bokaro Steel Plant, on the recommendation of the Custodian (Loading Unit). The purchaser and their workers should not move about freely in the Plant, or Places other than they are required to visit for the purpose of lifting of materials purchased. Free movement of purchaser and their workers to any other area on the strength of the admit passes issued for particular area/ place/work is against Security Act. Purchaser are advised to enforce this requirement strictly and restrict their movement in the Place / Area specified in the admit passes or the place of lifting of concerned material. Non-observance of precautions under the Public Security Act, which may please be noted and also notified to the staff of the purchaser and workers. In case of necessity to proceed to an area, other the one noted in the admit passes, it is invariably necessary to get new area, added in the admit passes by the office of the issue. 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 purchaser.
21. **Compliance of Labour Laws Safety Rules:** During the period of the purchaser's workers are employed within Bokaro Steel Plant Bokaro premises, they will be governed by the Labour Law and Rules, Factory Act and Rules

and Bokaro Steel Plant Security Rules & Safety Rules as applicable and it shall be the responsibility of the purchaser to ensure that the statutory provisions are complied with fully.

22. **Recovery of Dues:** Any sum of money due and payable to the purchaser including Security Deposit (returnable to him under this contract) may be appropriated by the Steel Authority of India Limited, Bokaro Steel Plant or Government or any other person or persons, including other Steel Plants under SAIL and adjusted against any claim of the Steel Authority of India Limited, Bokaro Steel Plant or Government or such other person or persons including other Steel Plant under SAIL for the payment of the sum of money of the arising out of or under any other contract/ tender made by the purchaser/ tenderer with the Steel Authority of India Limited, Bokaro Steel Plant, or Government or such other person or persons including other Steel Plants under the Steel Authority of India Limited.
23. **Payment of Interest:** No interest will be paid on the amount paid by the Purchaser and subsequently found refundable under any of the condition mentioned herein.
24. **Illegal Gratifications:** Any bribes, commission, gifts or advantage given, promised or offered by or on behalf or the tenderer or his partner agent or servant or any one on their behalf to any Officer, servant representative or agent of the company or any person on their behalf in relation to the obtaining or to the execution of this or any other contract with the company for showing or for bearing to show favour or disfavour to any person in relating to this or any other contract as aforesaid shall subject the tenderer to the cancellation of this contract, aforesaid and also to payment of any loss or damage resulting in any such cancellation to this like extent.
25. **Arbitration**

All questions, claims, disputes or differences of any kind whatsoever arising out of or in connection with or concerning this auction/contract, at any time, whether before or after the determination of this contract, other than questions, claims, disputes or differences for the decision of which specific provisions have been made in the foregoing clauses of these conditions (hereinafter referred to as "excepted matters" and decision on which excepted matters according to the said specific provisions shall be final and binding on the parties to this contract and shall not be re-opened or attempted to be reopened on the ground of any informality, omission, delay or error in the proceeding or on any other ground whatsoever) shall be referred by the parties hereto for the decision by a Sole Arbitrator to be appointed as hereinafter mentioned. The parties shall serve the notice regarding the invoking of the arbitration clause hereto by registered post at their address given in the contract. Matters in question, dispute, claim or difference other than the excepted matters in respect of this contract to be submitted to arbitration as aforesaid shall be referred for decision to a Sole Arbitrator to be appointed by the Managing Director Bokaro Steel Plant, Steel Authority of India Limited. In case the designation of the Managing Director is changed or his office abolished, the officer who for the time being is entrusted with the functions of the Managing Director, Bokaro Steel Plant, Steel Authority of India Limited, by whatsoever 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 Arbitration to whom the matter is originally referred being transferred or vacating his office of Arbitration or being unable to act for any reasons, Managing Director or as aforesaid may appoint an another person to act as Sole Arbitrator on the request of any of the parties to Arbitration.

The venue of Arbitration proceedings shall be at Bokaro Steel City. The provisions 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 auction/contract as and when such modifications / amendments to the Act / Rules are carried out.

26. Legal Jurisdiction

All kinds of Legal proceedings against the Steel Authority of India Limited, Bokaro Steel Plant in any matter arising out of the sale shall be triable only by the appropriate Civil Court of Bokaro.

27. The Bidders shall observe all the statutory provisions/levies and shall regard that the “

SALE AGAINST E-AUCTION WOULD BE TREATED AS SALE WITHIN THE STATE OF JHARKHAND & THEREFORE VAT (LOCAL SALES TAX) AS APPLICABLE AT THE TIME OF DESPATCH WOULD BE CHARGED ” . No Concessional Form will be accepted for the above auction sale.

28. The contract shall be governed by laws relating to contract/sale in the Union Of India and the standard term and condition of business in force of SAIL/B.S.L.

General Manager (Marketing)

SAIL, BSL

ANNEXURE-F

Address of Mjunction Kolkata office:

Mjunction Kolkata office:

**Godrej Water Side, 3rd floor
Tower 1, Plot V, Block DP, Sector V, Saltlake
Kolkata - 700091, India,**

Direct-Auction room- (033)66031760-61(2 lines),(033)66031763-72 (10 lines),
(033)44091760-61(2 lines),(033)44091763-72 (10 lines)

Fax-033 66011179

Mjunction Services limited Representatives outside Kolkata:

i) Mr. Obhishek Roy Chowdhury – Room No. 618, Ispat Bhawan, Durgapur Steel Plant, Durgapur - 713203

DSP & ASP- Durgapur – 9163348084 & 0343-2586946

ii) Mr. Ashok Roy –Administrative Building,Room No. 624,6th Floor, Rourkela Steel Plant, Rourkela – 769001,**RSP (Rourkela Steel Plant)** – 7894087046 & 0661-6514142

iii) Mr. K Manivasagan - Room No. 19, Old Admn. Bldg., Bokaro Steel Plant, Bokaro Steel City – 827001,**Bokaro Steel Plant(BSL)** – 8873002785 & 9234364358

iv) Mr. Sourav Sinha – Bhilai Steel Plant, Room No. 321, 3rd Floor, Ispat Bhawan, Bhilai – 490001,**Bhilai Steel Plant(BSP)** – 0788-2227136

v) Mr. Anoop Mishra – **Delhi** – 09818448687/ 011 25896900, 011 65661774

vi)Mr. Madhurendra Kumar– **TISCO, Jamshedpur** –0657-3315440

vii)Mr. Srinivasan Saranathan – **Chennai** – 09677120585

viii)Mr Abul Kalam Azad- **Burnpur**- 9163348128

SAIL FA-1 APPLICABLE FOR THE CONTRACT COMPREHENSIVE GENERAL TERMS & CONDITIONS FOR SALE OF SECONDARY MATERIAL BY E-AUCTION IS AVAILABLE AT OUR WEBSITE "www.saitenders.co.in" VIDE REF. NO. MKTG/2010-11/1580 DATED 18.02.2011

.....AGM / DGM (Marketing)
(Ph. No.- 06542 240382) / (Fax No.- 06542 245012) / (Email - bsl.mktg@sailbsl.in)