

**STEEL AUTHORITY OF INDIA LIMITED**

(BOKARO STEEL PLANT)

(A GOVT OF INDIA ENTERPRISES)

BOKARO-827001

MARKETING DEPARTMENT

Forward e-Auction No: 24000535

**Sub: Sale of Materials by Auction Through Internet**

**SAIL FA 1 will be applicable for the contract. (Available on <https://www.sailtenders.co.in> & [www.metaljunction.com](http://www.metaljunction.com))**

The following materials will be auctioned through the website on 17.12.2014 @ **11:30 AM**  
<http://auction.metaljunction.com> by our auctioneer M/S mjunction Services Limited

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

**FA : 24000535****Date: 17.12.2014**

SL NO	LOT NO	LOCATION / AREA	ITEM DESCRIPTION	QTY MT	LIFTING PERIOD (Days)
1	10007902	GC/North E1	AMG HR PLATE	60	10
2	10007903	GC/North E1	AMG HR PLATE	86	10
3	10007904	GC/North E1	AMG HR PLATE	88	10
4	10007972	GC/North E1	AMG HR PLATE	75	10
5	10007973	GC/North E1	AMG HR PLATE	65	10
6	10007974	GC/North E1	AMG HR PLATE	85	10
7	10008021	GC/North E1	AMG HR PLATE	90	10
8	10008022	GC/North E1	AMG HR PLATE	67	10
9	10008023	GC/North E1	AMG HR PLATE	75	10
10	10007852	GC/North E1	AMG HR SHEET	85	10
11	10007754	GC/North E1	COBBLED PLATE 21-39 MM	110	10
12	10007923	GC/North E1	COBBLED PLATE 21-39 MM	103	10
13	10007924	GC/North E1	COBBLED PLATE 21-39 MM	126	15
14	10007925	GC/North E1	COBBLED PLATE 21-39 MM	100	10
15	10007927	GC/North E1	COBBLED PLATE > 39-65 MM	90	10
16	10007811	New Steel Yard2	CR COIL END FROM SPM I	119	10 Days
17	10007909	GC/North E1	DAM/ DEF CR COIL < 0.63 MM FROM CAL/DCR	92	10
18	10007658	GC/North E1	DDHR PICKLE COIL/COIL ENDS-ALL THICKNESS	122	15
19	10007672	GC/North E1	DDHR PICKLE COIL/COIL ENDS-ALL THICKNESS	125	15 Days
20	10007747	GC/North E1	DDHR PICKLE COIL/COIL ENDS-ALL THICKNESS	120	10
21	10007861	GC/North E1	DDHR PICKLE COIL/COIL ENDS-ALL THICKNESS	130	15
22	10007910	GC/North E1	DDHR PICKLE COIL/COIL ENDS-ALL THICKNESS	125	15
23	10007916	GC/North E1	DDHR PICKLE COIL/COIL ENDS-ALL	136	15

SL NO	LOT NO	LOCATION / AREA	ITEM DESCRIPTION	QTY MT	LIFTING PERIOD (Days)
			THICKNESS		
24	10007919	GC/North E1	DDHR PICKLE COIL/COIL ENDS-ALL THICKNESS	125	15
25	10007940	GC/North E1	DDHR PICKLE COIL/COIL ENDS-ALL THICKNESS	123	15
26	10007953	GC/North E1	DDHR PICKLE COIL/COIL ENDS-ALL THICKNESS	123	15
27	10007993	GC/North E1	DDHR PICKLE COIL/COIL ENDS-ALL THICKNESS	127	15
28	10007907	GC/North E1	DEEFFECTIVE CR UNANNEALED COIL (MG)	96	10
29	10007918	GC/North E1	DEEFFECTIVE CR UNANNEALED COIL (MG)	127	15
30	10007970	GC/North E1	DEEFFECTIVE CR UNANNEALED COIL (MG)	133	15
31	10007994	GC/North E1	DEEFFECTIVE CR UNANNEALED COIL (MG)	123	15
32	10008001	GC/North E1	DEEFFECTIVE CR UNANNEALED COIL (MG)	136	15
33	10008025	GC/North E1	DEEFFECTIVE CR UNANNEALED COIL (MG)	140	15
34	10006829	GC/North E1	DEF CR COIL (MG)	24	10 Days
35	10007489	GC/North E1	DEF CR COIL (MG)	12	10
36	10007518	GC/North E1	DEF CR COIL (MG)	10	10
37	10007908	GC/North E1	DEF CR COIL (MG)	140	15
38	10008000	GC/North E1	DEF CR COIL (MG)	122	15
39	10007490	GC/North E1	DEFECTIVE CR SHEET (MG)	15	10
40	10007731	GC/North E1	GP COIL SCRAP CATEGORY 2	71	10
41	10007742	GC/North E1	GP COIL SCRAP CATEGORY 2	46	10
42	10007744	GC/North E1	GP COIL SCRAP CATEGORY 2	60	10
43	10007745	GC/North E1	GP COIL SCRAP CATEGORY 2	41	10
44	10007746	GC/North E1	GP COIL SCRAP CATEGORY 2	38	10
45	10007775	GC/North E1	GP COIL SCRAP CATEGORY 2	76	10
46	10007776	GC/North E1	GP COIL SCRAP CATEGORY 2	70	10
47	10007779	GC/North E1	GP COIL SCRAP CATEGORY 2	86	10
48	10007780	GC/North E1	GP COIL SCRAP CATEGORY 2	101	10
49	10007812	GC/North E1	GP COIL SCRAP CATEGORY 2	41	10 Days
50	10007813	GC/North E1	GP COIL SCRAP CATEGORY 2	76	10 Days
51	10007862	GC/North E1	GP COIL SCRAP CATEGORY 2	88	10
52	10007941	GC/North E1	GP COIL SCRAP CATEGORY 2	75	10
53	10007998	GC/North E1	GP COIL SCRAP CATEGORY 2	28	10
54	10007604	GC/North E1	GP SHEET SCRAP CATEGORY 1	72	10 Days
55	10007999	GC/North E1	GP SHEET SCRAP CATEGORY 2	100	10
56	10008024	GC/North E1	HEC FROM HDGL/CAL/ECL	143	15
57	10007732	New Steel Yard1	UACE FROM HDGL/CAL/ECL	118	10
58	10007778	New Steel Yard1	UACE FROM HDGL/CAL/ECL	132	15
59	10007810	New Steel Yard1	UACE FROM HDGL/CAL/ECL	119	10 Days
60	10007856	New Steel Yard1	UACE FROM HDGL/CAL/ECL	120	10

SL NO	LOT NO	LOCATION / AREA	ITEM DESCRIPTION	QTY MT	LIFTING PERIOD (Days)
61	10007864	New Steel Yard 1	UACE FROM HDGL/CAL/ECL	109	10
62	10007914	New Steel Yard1	UACE FROM HDGL/CAL/ECL	114	10
63	10007915	New Steel Yard1	UACE FROM HDGL/CAL/ECL	120	10
64	10007920	New Steel Yard1	UACE FROM HDGL/CAL/ECL	120	10 Days
65	10008003	New Steel Yard1	UACE FROM HDGL/CAL/ECL	116	10
66	10008020	New Steel Yard1	UACE FROM HDGL/CAL/ECL	111	10
TOTAL				6241	

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.sailtenders.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)

**STEEL AUTHORITY OF INDIA LIMITED**  
**BOKARO STEEL PLANT**  
**MARKETING DEPARTMENT BOKARO STEEL CITY JHARKHAND – 827001**

1) Various categories of Iron & Steel items in lots / Future Arising / By Products / Used and Rejected stores item / surplus items / Idle Assets etc. as per details given in Auction Schedule (Annexure-A), are available for sale on “as is where is” & “No Complaints” basis through Online Forward Auction / tender process on the Auction platform of M/s mJunction Services limited, <http://auction.metaljunction.com>

2) Customers intending to purchase any of the lots / items shall have to submit the following by 5:30PM, latest by 01 (One) day prior to the auction date as mentioned in Annexure-A in the office of the M/s mJunction Services Limited as per addresses mentioned in (Annexure-F).

- a. A **letter of interest** in the format given at “Annexure – B” is to be send at [loi@mjunction.in](mailto:loi@mjunction.in) only.
- b. “General Rules & Regulations governing conduct of Online Auction on the Service Provider Platform”(Annexure-C)
- c. “Definition of Key Terms”, (Annexure-D).
- d. “General Terms & Conditions for Sale of Materials” (Annexure-E)
- e. Earnest Money Deposit (EMD) as indicated or **Rs.50,000/- (Rupees Fifty Thousand only)** for one time (**one auction**) participation or standing EMD of **Rs. 1,00,000/- (Rupees One lakhs only)** for participation in all future forward auction. No interest shall accrue on EMD.
- f. All the Annexures B to E are to be duly signed and stamped on each page as a token of acceptance of the same.
- g. All the Annexures A to F including this notice can be downloaded from the Metal junction website [<http://auction.metaljunction.com>] and SAIL tenders website ([www.sailtenders.co.in](http://www.sailtenders.co.in))

3) Earnest Money Deposit (EMD) shall be deposited in the form of RTGS / NEFT drawn on any schedule bank, in favour of "M/s mjunction services limited" or through any other modes as mentioned in Annexure-E (Clause No: 4(B)). Payment of EMD other than above mode shall not be entertained.

4) Be it known that no Interest shall be payable on Earnest Money Deposit (EMD) amount.

5) The Service provider viz., M/s mJunction Services Limited will provide a “user ID (member name)” 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 [<http://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) Bidders shall bid Unit Rate (Rs. Per Tonne / per piece / per lot / per unit) 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 by the Marketing Department / BSL.

**7)** 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.

**8)** 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.

**9)** In case where none of the bid given by the customers in online auction process is acceptable, the EMD for the one time participant 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. EMD of the permanent customer shall be retained by BSL for their participation in future.

**10)** Letter of Acceptance / Sale Offer (SO) will be issued to the successful bidders whose bids are acceptable to the Management.

**11)** Security Deposit: Copies of requisite documents duly notarised for opening of Sale Order / contract viz. Affidavit of Proprietorship / Partnership deed / Articles & Memorandum of Association as the case may be, Sales Tax Registration and clearance certificate, Income Tax clearance certificate, Information sheet, end use declaration, Undertaking as given earlier, affidavit of capacity assessment certificate in case of Consumer / Rolling Mills, Explosive License for Bye-Product items, or any other statutory documents (where it is needed) along with Security Deposit (SD) @ 3% of the total quantity of material as per bid rate shall have to be deposited by the Successful Bidders in the form of NEFT / RTGS / DD / PO / BC drawn on any nationalised bank in favour of "SAIL / Bokaro Steel Plant" payable at Bokaro Steel City or Chas within 5 days from the next day of issue of Offer Letter for issue of Sale Order / contract. The material cost along with the applicable ED and Sales Tax etc shall have to be deposited by the buyer in the form of NEFT / RTGS / DD / PO / BC drawn on any nationalised bank in favour of "SAIL / Bokaro Steel Plant" payable at Bokaro Steel City or Chas within 7 days from the next day of issue of Offer Letter for the issue of Delivery Order.

**12)** In the event of failure on the part of the bidder to pay the Security Deposit against any lot within specified period, or defective Bank instrument in regard to Security Deposit, the EMD subject to maximum of Rs. 1,00,000/-(Rupees One lakh only) of the bidder will be forfeited and they shall be debarred from participating in future auctions for next three months and they shall be debarred from participating in future auctions for next three months.

**13)** Delivery Order will be issued on receipt of confirmation of encashment of payment instrument for cost of material together with duties, taxes, levies etc as applicable.

**14)** If the customer fails to make payment for lots even after 17 days from the next day of issue of offer letter, the Management may at its option cancel the sale relating to the lot(s) forfeiting the EMD subject to maximum of Rs. 1,00,000/- without issuing any prior notice to the bidders & such lots will be re-auctioned thereafter. The Customer will additionally be debarred for three months from participating in further FAs.

**15)** Payment terms, Penalty for delayed payment, Issue of Delivery Order, delivery of materials from the yard, Ground Rent, Forfeiture etc. shall be governed by the "Terms & Condition of Sale of Materials " as per Annexure-E.

**16)** Payment by Cash / Cheque will not be accepted.

**17)** Payment by Credit note will not be accepted against EMD, Security Deposit.

**18)** Successful bidders will have to make arrangements to take delivery of 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.

**19)** 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 shall be provided by BSL free of cost.

**20)** 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 without interest subject to fulfilling formalities regarding refund claims.

**21)** Potential Bidders shall be allowed to inspect the materials (samples in case of future Arisings) / lots (in case of Lot sale) at site during working hours from 9.30AM to 4.30 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 made. .

**22)** The sale of materials shall be governed by the terms and details mentioned in ANNEXURE-C, D, & E.

**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, to the extent not modified in this online Forward Auction Notice.

(2) We are hereby submitting the applicable EMD of Rs.....(Rupees.....only) as per following details in favour of M/s mJunction Services Ltd for participating in the above online forward auction.

OR

We are hereby submitting permanent EMD of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only) as per following details in favour of M/s mJunction Services Ltd for participation in the above mentioned Online Forward Auction and also for participation in all the future forward auctions as permanent customer.

UTR No.\_\_\_\_\_

NEFT / RTGS / No.\_\_\_\_\_

Date, (Rs.)	Bank,	Branch,	Amount
_____			

OR

We have deposited a permanent EMD with you for Rs.....and our user ID that is already given by you may be considered for taking part in the online forward Auction.

(3) We agree to offer our best bid in the Auction process and hold the same valid for 15 working days( 30 working days for Idle Assets) from the date of conduct of online Forward Auction .  
(4) We are providing the following details of ourselves in connection with the above Online Forward Auction.

Name of the Company: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Consignee/Shipping Address : \_\_\_\_\_  
Name of the Contact Person: \_\_\_\_\_  
Contact Telephone Nos: \_\_\_\_\_  
Mobile No.: \_\_\_\_\_  
FAX No.: \_\_\_\_\_  
PAN No. \_\_\_\_\_  
CST Reg. No: \_\_\_\_\_  
TIN No. \_\_\_\_\_  
VAT Reg. No: \_\_\_\_\_  
Bank Name Branch Address: \_\_\_\_\_  
Bank A/C No and Type: \_\_\_\_\_  
e-mail Particulars: \_\_\_\_\_

Enclosure : 1) Annexure C,D & E

Yours Faithfully,

Place \_\_\_\_\_

Date \_\_\_\_\_

(With Company's Seal) Signature of authorized Person

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**

**UNDERTAKING TO PHYSICALLY MOVE / TRANSPORT MATERIAL ON PURCHASE AGAINST CST**  
**WITH "C" FORM**

**(to be submitted on the letter head of the Party)**

1. NAME OF THE CUSTOMER:
2. ADDRESS OF THE CUSTOMER:  
(SOLD-TO-PARTY)
3. CONSIGNEE ADDRESS:  
(SHIP-TO-PARTY)
4. SALES TAX REGISTRATION No:
5. TIN NO:
6. PAN NO:

I hereby undertake to move / transport the materials on purchase against FA No: \_\_\_\_\_ dated \_\_\_\_\_ as per the shipping address outside the State of Jharkhand mentioned above against CST with "C" form. The "C" form shall be submitted in line with Clause No: \_\_\_\_\_ of the terms and conditions for sale of materials through online forward auction (Annexure-E).

For

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Status: Director / Proprietor / Partner:

Seal:

## **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 M/s 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. Finalisation 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. Summarising the Auction proceedings and communicate the outcome to the Client.
- The responsibility of fulfilment 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 One day 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 take delivery of 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 honour 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 endeavour 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 01 day 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 have 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 endeavour 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**

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

**1. MANAGEMENT:** The Management will mean the Chief Executive Officer, 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 bidder are aware for what they are bidding for that the principle of “Caveat Emptor” shall apply. The sale is on the basis of “ AS IS WHERE IS”. The bidders will have to take delivery of materials 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 Hrs to 4.30 Hrs daily on working days. Necessary entry passes may be obtained from the Receptionist/ CISF.

**4. TENDER FORMS:**

(A) The tenderers will sign on each page of the tender documents from Annexure B to E, 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 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

RTGS / NEFT facility is also available for depositing EMD. Buyers wishing to avail RTGS / NEFT facility should contact the nearest O/o M/s mJunction Services Ltd at the address mentioned at <https://auction.metaljunction.com> for details. 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.

- **Customers interested in participating in the tender / auction shall also have the option to furnish an interest free permanent EMD of Rs.1,00,000/-.**

In the event of award of sale, 3% of each lots value shall have to be deposited as security deposit and there after 100% of the lot value of each lot shall be deposited towards cost of material. In the event of failure on part of the firm to make payment of SD within the stipulated time period or backing out, EMD amount subject to maximum of Rs. 1 lakh (Rupees one lakh only) per FA shall be forfeited along with debarring from participation in the further FAs for a period of 3 months. After this period is over, in case of permanent EMD, the customer can deposit the forfeited amount so that the permanent EMD is once again Rs.1 lakhs, before being granted the permission to participate afresh in the subsequent FAs.

**5. Submission of On line auction / Tender documents:** 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 NEFT / RTGS / DD / BC / PO towards the Earnest Money. The intending buyers may submit their documents either personally or through dak / courier to the office of M/s mJunction Services Limited.com 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 notice shall not be considered.

(a) Successful Bidders will have to pay Security Deposit (SD) @ 3% of the total quantity of material as per bid rate in the form of NEFT / RTGS / DD / PO / BC drawn on any nationalised bank in favour of "SAIL / Bokaro Steel Plant" payable at Bokaro Steel City or Chas within 5 days from the next day of issue of Offer Letter for issue of sale order / contract. The material cost along with the applicable ED and Sales Tax etc shall have to be deposited by the buyer in the form of NEFT / RTGS / DD / PO / BC drawn on any nationalised bank in favour of "SAIL / Bokaro Steel Plant" payable at Bokaro Steel City or Chas within 7 days from the next day of issue of Offer Letter for the issue of Delivery Order. No money whatsoever lying at BSL on account of the party except Credit Note issued by BSL on account of past purchase shall be adjusted against any cost of material and all the intending buyers have to deposit the same a fresh. Delay in payment by the buyer may be permitted for maximum 5 days from the last due date of payment as per offer letter with interest @ 24% per annum. Delay in payment is not permitted for security deposit. The delayed payment shall not entitle a party for extra delivery time.

b) The successful party shall have to take delivery of the entire material falling under the category of items for which he has participated and is the H1 bidder within the period and from the area specified in the sale order / contract. The delivery time allowed shall be counted from the date of issue of sale order / contract.

(c) In the event of failure in taking delivery of the material by the party within stipulated time, the party may be allowed to take delivery of the balance quantity to complete the tonnage / clear the site from the purchased material. A time extension may be granted to the buyer on request and payment of ground rent @ 5% of the Basic value of left over quantity of material for extension up to 15 days and 10% of the Basic value of left over quantity of material for extension up to 30 days. No extension beyond one month shall be granted. Extension granted shall be counted from the next date of delivery order validity for the purpose of ground rent.

**6. Validity of Offers:** The Bid/quotations shall remain valid for 15 working days (30 working days for Idle Assets) from the date of conduct of online forward auction for acceptance by the Management.

**7. (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.

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

**9. (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, amount deposited towards earnest money and the date of making payment.

**(b) Security Deposit:** Duly filled up mandate form for e-payment, Copies of requisite documents duly notarised for opening of Sale Order / contract viz. Affidavit of Proprietorship / Partnership deed / Articles & Memorandum of Association as the case may be, Sales Tax Registration and clearance certificate, Income Tax clearance certificate, Information sheet, end use declaration, Undertaking as given earlier, affidavit of capacity assessment certificate in case of Consumer/ Rolling Mills, Explosive License for Bye-Product items, or any other statutory documents (where it is needed) along with Security Deposit (SD) @ 3% of the total quantity of material as per bid rate shall have to be deposited by the Successful Bidders in the form of NEFT / RTGS / DD / PO / BC drawn on any nationalised bank in favour of "SAIL / Bokaro Steel Plant" payable at Bokaro Steel City or Chas within 5 days from the next day of issue of Offer Letter for issue of Sale Order / contract.

The refund of the security deposit is subject to the satisfactory execution of the order. 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 payment cost of material 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.

#### **10. Taxes and Duties:-**

The Bidders must note that the bids are on 'Rupees per ton' basis exclusive of excise duty, CST/ VAT, TCS, ET if any, and other charges.

10.1 All taxes and duties whether local, state, central or any other shall be payable by the customer in full in addition to the sale value as applicable for each item at the prevailing rates as on the date of delivery. For all purposes, the date of invoice shall be deemed to be date of delivery. In case the customer wishes to avail of any concessional rate of Sales Tax as may be applicable as per statute, the customer shall have to produce declaration in statutory forms as per rules to avail concessional rate of Sales Tax whereupon necessary refund will be made as due under the law. Otherwise sales tax at full rate will be charged.

10.1.1 In the event of dispute in regard to Excise Duty and Central Excise authorities levying additional charges for any reasons whatsoever at any point of time, such duty / charge shall be payable by the customer.

10.1.2 The penalty, if any, imposed by the Excise authorities for any non-observance of Excise procedure by the customer shall be borne by the customer.

10.1.3 For all the purpose the date of despatch advice will be deemed to be the date of delivery in case of road delivery.

10.1.4 Balance amount will be refunded / adjusted by Finance Deptt. on receipt of Delivery Completion Report / Refund Advice.

10.2 Charge of Sales Tax (VAT / CST) and issue of Statutory Forms:

10.2.1 The applicability of the tax on the sales (VAT or CST) is determined on the basis of the movement of goods. (For instance goods loaded on board for movement within Jharkhand would attract VAT even though the customer is a registered dealer outside Jharkhand. Similarly in case of goods being loaded on board for movement outside the State of Jharkhand, CST would be chargeable even if the customer is a registered dealer under the Jharkhand VAT Act).

In case the goods have to be moved outside Jharkhand, the customer should declare the same at the time of submission of bid itself and Subsequently the customer shall deposit the differential amount of sales tax (i.e., "SD towards CST" = Full CST Rate – concessional CST Rate) which will be reimbursed on submission of following documents:-

- CST form "C".
- The consignee copy of RR / LR showing SAIL-BSL as the consignor and if goods are moved by road, the copy of the way bill / ED invoice.

For availing CST, the customer is required to move the material outside the State of Jharkhand. In case the goods are not moved outside the State of Jharkhand by the customer, then the customer will be liable to inform BSL within 15 days from the date of invoices for deposit of full rate of tax to Commercial Tax Department adjusting their "SD towards CST" in full for making this payment. Further, the customer will also be required to pay penalty of Rs. 10,000/- (Rupees Ten thousand only) for such default.

Customers outside the state of Jharkhand wishing to avail concessional CST shall be required to submit an undertaking in the standard format of BSL, Bokaro where "C" FORM will be submitted subsequently by the party, at the time of bidding itself.

For buyers not declaring in advance to submit / utilise "C" form, full CST rate shall be charged. If any such buyer submit CST declaration later, the same shall not be considered for refund.

For buyers interested in utilising "C" FORM, Sale Offers shall be issued with concessional CST rate along with a Security Deposit equal to **full CST rate less concessional rate against "C" FORM** of material value (including ED) called "SD towards CST" (apart from the existing Security Deposit of 3% in case of Auction and Tender sale Offers). This "SD towards CST" shall be returned interest-free to the buyer on submission of "C" form at Sales Tax Section (F&A) **within three months after the end of quarter** to which the purchase relates. Failure to submit the same within said period shall lead to forfeiture of the "SD towards CST".

**10.2.2** "C - Form" against concessional inter-state sales would be issued only by the **SOLD-TO** customer. Under no circumstances, the Form issued by **SHIP-TO** customer would be accepted.

Waybill (Sugam (P)) shall be issued to customers, in case of movement of materials within Jharkhand State.

**11. Payment:** On receipt of the Offer letter, the purchaser will deposit the amount as per details indicated in the Offer letter, by Demand Drafts or Pay Order or Banker's cheque, drawn in favour of Steel Authority of India Ltd, Bokaro Steel Plant, payable at Bokaro Steel City or Chas.

Cheques/Cash will not be accepted towards payment, however credit note issued by BSL towards balance amount of any previous purchase shall be acceptable only towards material cost and not against Security Deposit.

The payment of 3% SD and Cost of material shall be deposited in the form of NEFT / RTGS / DD / PO / BC drawn on any scheduled Bank in favour of "SAIL / Bokaro Steel Plant" payable at Bokaro Steel City or Chas. The Bank account details of SAIL / Bokaro Steel Plant in case of payment through NEFT / RTGS mode is as follows:

<b>Name of the Bank</b>	State Bank of India
<b>Branch Name</b>	Commercial Branch
<b>Address:</b>	Sector IV, Bokaro Steel City, PIN 827 004.
<b>Name of the beneficiary</b>	SAIL / Bokaro Steel Plant
<b>Account No.</b>	10887277388
<b>IFSC Code</b>	SBIN0000246
<b>MICR No.</b>	827002002

In case of any payment instrument towards the payment of SD or cost of material is found to be dishonoured during the clearing process for any reason, whether at the fault of the customer or / and their banker, the EMD & SD amount against that particular lot shall be forfeited without any prior notice to the Party and the Party shall be debarred from participation in auction for a period of three months.

(a) Extension of Date of Payment: A maximum of 5 days further extension may be given for making payment of cost of material with interest @ 24% per annum from the last due date of payment as per offer letter at the option of SAIL / BSL. No delay in payment will be allowed for security deposit.

If the customer fails to make payment for lots even after 17 days from the next day of issue of offer letter, the Management may at its option cancel the sale relating to the lot(s) forfeiting the EMD subject to maximum of Rs. 1,00,000/- and SD without issuing any prior notice to the bidders & such lots will be re-auctioned thereafter. The Customer will additionally be debarred for three months from participating in further FAs.

(b) For all the purpose the date of DA in case of Road Despatch and date of RR in case of Rail despatch will be deemed to be the date of delivery.

c) Delivery Order and delivery: -On receipt of payment from the purchaser towards Lot value including taxes and duties, BSL will issue a delivery Order 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. 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 notarised, 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.

**12. (a)** 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.

b) Actual Delivery: The buyer / his authorised representative shall take delivery of the material from the lot / area allotted on the basis of Delivery Order in terms of tonnage / number / lot / measurement. In case of big equipment / Plant / Unit sold, where whether the entire Plant / Equipment / Unit is delivered 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 shall be required to be made by the parties with reference to the weight of the item mentioned in the tender / Delivery Order.

c) Weighment: The weighment of material as recorded on BSL's weighbridge / reflected in DA / RR shall be final and binding.

**13. (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 sale order / contract. Delivery of the materials will be made during working hours on all working days on presentation of Delivery Order 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 delivery time in special circumstances / situation when delivery could not be done due to reasons such as strikes, Bandh, failure of loading equipment / C&IT computer system or any other unforeseen reasons

etc.

**14. (a)** No picking, sorting, cutting, cleaning or breaking up of goods of materials sold will be permitted, except in certain special circumstance where prior sanction for such a permissions has been accorded by the Management. Such permission will be accorded only for cutting or breaking of heavy/big pieces into loadable sizes and not processing.

(b) Whenever permitted, the purchaser shall carry out cutting, breaking and dismantling of the sold good for delivery in pieces under the supervision of authorised representative of Loading Unit / Delivery department.

The delivery Department will ensure proper identification of the items / equipment / 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.

**15. 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.

**16. 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 (Sold-to-Party).

**17. 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/ contract is issued to the purchaser. The Management shall not be under any liability for the safe custody or preservation thereof from that date.

**18. (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.

**19. 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 / BSL. 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, SD will also be forfeited. Penal action shall be taken as per special terms & conditions. The customer shall further be held liable for all commission and other charges and losses suffered by SAIL, which may be recovered from the Security deposit or any other sum due to the customer.

**20. Damage to Plant Properties:** The purchaser shall be fully responsible for any loss / damages that may be done to the premises, equipment, 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.

**21. 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. 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 taking delivery 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 taking delivery 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.

**22. Compliance of Labour Laws Safety Rules:** During the period of the purchaser's workers are employed within Bokaro Steel Plant 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.

**23. 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.

**24. 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.

**25. Illegal Gratifications:** Any bribes, commission, gifts or advantage given, promised or offered by or on behalf of 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.

**26. 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 Chief Executive Officer (CEO) Bokaro Steel Plant, Steel Authority of India Limited. In case the designation of the Chief Executive Officer (CEO) is changed or his office abolished, the officer who for the time being is entrusted with the functions of the Chief Executive Officer (CEO), 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 Arbitrator appointed as stated above, shall from the time

of his appointment and throughout the arbitral proceedings, without 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 the SAIL, Bokaro Steel Plant shall not be regarded as such circumstance. 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. The question of procedure for conduct of the arbitration proceedings shall be decided by the Arbitrator in consultation with the parties before proceeding with the reference. The arbitrator may hold preparatory meeting(s) for this purpose. In the preparatory meeting(s) aforesaid the arbitrator in consultation with the parties shall also determine the manner of taking evidence, the summoning of the expert evidence and all such matters for the expeditious disposal of the arbitration proceedings. The arbitrator shall be entitled to actually incurred expenses only, in respect of preparatory meeting(s). 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.

**27. 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.

**28.** The Bidders shall observe all the statutory provisions / levies of Central and State in the matter.

**General Manager  
(Marketing)**

**STEEL AUTHORITY OF INDIA LIMITED**

(BOKARO STEEL PLANT)

(A GOVT OF INDIA ENTERPRISES)

BOKARO-827001

MARKETING DEPARTMENT

**REVISED**

**Sub: General Terms & Conditions for Sale of Materials by e-Auction Through Internet**

On "**As is where is**" and "**No Complaints**" basis

**SAIL FA 1 will be applicable for the contract. (Available on <https://www.sailtenders.co.in> & [www.metaljunction.com](http://www.metaljunction.com))**

<http://auction.metaljunction.com> by our auctioneer M/S mjunction Services Limited

**Other Terms & Conditions for Sale of Materials by Auction Through Internet as follow :-**

- 1 Taxes, Duties & TCS will be charged for the items as applicable.
- 2 PAN & TIN Issued by Income-tax department is essential for any financial transaction.
- 3 **For Secondary Steel & Ferrous Scrap:**  
All Secondary Steel and Ferrous Scraps in Steel Stores are loaded by BSL. The loading is FOT.
- 4 **For SSD Items:**  
HR Sheet Cutting from CRM Pre & Post Pickling Line mixed with weld Joints. Manual labour loading by the Buyer.  
HR Plate Sheet Cut.(HRM): Cut pieces of Plate/Sheet of different sizes, thickness with sample cut from HRCF - Manual Labour loading by the Buyer.
- 5 Items of BPP, BF(GCP DUST), RMP(DUST), RED, SMS(DUST), GU, CRM(FERROUS SULPHATE/OXIDES) are usually virtual lots.
- 6 Lots of Steel Stores, SSD, Zinc Items, Used/Rejected Mixed Alumina Silicate Bricks from Slag Dump Yard, and all Idle Asste Items are generally physical lots.
- 7 General Loading Conditions: By the Party with their own resources. Despatch by Road.  
Loading of items from BPP except all types of pitch-by the BSL. Loading of all types of Pitch items by the party with their own resources. Despatch by rail, if allowed, shall be informed separately.
- 8 JVAT on all the above items shall be applicable as per rule.
- 9 Delay in payment of material cost along with applicable taxes and duties by the Buyer shall be permitted with interest @ 24% per annum for a maximum period of (5) Local Bank (BS City/Chas) working days.
- 10 Delay in payment of Security Deposit by the Buyer is not permitted.
- 11 **Spilled Hot metal** (10 MT & below) SMS arising from SMS Mixer. Manual Labour loading by the Party.  
Age / Condition - Fresh & Good. Loading through Crane is also allowed for some bigger lots. Virtual Lots.
- 12 **Unbroken Cast Iron Boulder** from BF. Manual chiselling for breaking into loadable size required and loading by Crane by the Party.  
Age / Condition - Fresh & Good.  
The above lots are Virtual and will be despatched by Road only.
- 13 **Turning & Boring**: MS Turning & Boring from M/c Shop & ARS. Age:Old
- 14 **Lots of Used Steel Strip Cut Pieces:**  
Virtual Lot of Used Steel Strip Cut Pieces in jumbled condition from CRM & HRCF.  
Age: Old  
Loading: Manual/Crane loading by the Party.
- 15 **Lots of Continuous Casting Shop Burr :**  
Virtual Lot of Burr Arisings from Continuous casting Shop.  
Age: Old  
Loading: Manual/Crane loading by the Party.
- 16 **MS THICK PLATE CUTTING (25-45 MM) MIXED WITH FISH TAIL**  
1) Manual Labour loading by the Party.  
2) Money shall be refunded in case of any short supply.
- 17 **UNPROCESSED STEEL SKULL SCRAP**  
1) Loading by the Party by their Crane.  
2) No Processing is allowed & Material is to be lifted on "AS IS WHERE IS BASIS & NO COMPLAINT BASIS"  
3) Money shall be refunded in case of any short supply.

**18 SPECIAL CONDITION:**

**(A) AMMONIUM SULPHATE (20.6% N RAJA):**

- i. The material can be sold to Customers of Jharkhand, Bihar, West Bengal, Uttar Pradesh & Orissa only.
- ii. The parties quoting for this material must have valid Fertilizer Registration Certificate/ Authorisation issued by Director of Agriculture & Controller of Fertilizer / Registering Authority of the respective state and a copy of the said certificate duly notarised shall have to be submitted by the buyer in advance alongwith Earnest Money & other documents as per notice of Forward Auction of M/s mjunction services Ltd. M/s mjunction services Ltd will not allow the parties to participate in case the above document is not in order.
- iii. No change in the name of consignee other than the successful bidder (buyer) shall be permissible.
- iv. The successful bidder (buyer) shall be allowed to take the material only to destination within the state of registration as per valid Fertilizer Registration Certificate/Authorization Certificate.

**(B) NG Benzene , NG Toluene & LS Naptha:**

The bidders must hold a valid Explosive license issued by Govt of India, Ministry of commerce & Industry, Department of Explosives and a copy of the same duly notarised shall have to be submitted by the bidder alongwith Earnest Money and other documents as per notice of Forward Auction to M/s mjunction Services Ltd.

**(C) Acidic Tar:**

- i. Acidic tar will be sold only to SPCB/CPCB authorised Parties.
- ii. The Party must have valid authorization from SPCB/CPCB.
- iii. A copy of the authorization will have to be submitted by the Party before participation in the Auction.

**(D) Loading condition for Ferrous Sulphate :**

In case of delivery taken in loose, the loading will be assisted by BSL Grab Crane.

However, buyers desiring to lift the material, after bagging, can do so, by bagging the materials at their own cost & facility. Loading of the materials in bags is to be done by the buyers themselves.

**(E) For Zinc items following valid documents are mandatory:**

- i Environmental Certificate from Ministry of Environment and Forest (MOEF), Government of India.
- ii Authorization of handling Hazardous wastes from State Pollution Control Committee / Board.

**(F) CRUDE BENZOL:**

NOTE: The specification of Lots of Crude Benzol are as follows:-

(The material will be supplied on no complain basis)

1. Sp Gravity 0.870 - 0.890
2. Moisture Traces
3. Drop Point 70 ± 2 deg. C
4. Dry Point 205 ± 5 deg. C

The material will be supplied on no complaint basis and in 6/10 wheelers tanker only.

The bidders must hold a valid Explosive license issued by Govt of India, Ministry of commerce & Industry, Department of Explosives and a copy of the same duly notarised shall have to be submitted by the bidder alongwith Earnest Money and other documents as per notice of Forward Auction to M/s mjunction Services Ltd.

**(G) Hydrated Lime Dust from RMP & SMS (I & II)** can be lifted by loading directly into truck wherever possible or through bagging in bags at their own cost from safety point of view of labours loading/unloading the material

**(H) LIQUID OXYGEN:**

Purity 99.5% Oxygen

LIQUID OXYGEN shall be taken by the Purchaser in their own Cryogenic Road tankers having valid license from Chief Controller of Explosives. Cryogenic Hoses required for filling of tankers shall be arranged by the Purchaser.

**(I) LIQUID ARGON:**

Maximum Impurity 5 PPM (2 PPM Oxygen, 2 PPM Nitrogen)

LIQUID ARGON shall be taken by the Purchaser in their own Cryogenic Road tankers having valid license from Chief Controller of Explosives. Cryogenic Hoses required for filling of tankers shall be arranged by the Purchaser.

- 19** Submission of Clearance Certificate from Ministry of Environment and Forest (MOEF), Government of India & State Pollution Control Board is mandatory for all Hazardous items except Bronze, Aluminium-Bronze .

**Note: Modifications, if any shall be notified.**

DGM (Marketing)  
Phone No:06542-240382

**Mjunction kolkata office :**

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

**Phone-033 -66031760-61, 033-66031763-72, 033-44091760-61 & 033-44091763-72 Fax-033 66011179**

**Mjunction Representatives outside Kolkata:**

Mr. K Manivasagan – **BSL (Bokaro Steel Plant)** – 8873002785, Mr. Rajan Pandey - 8873036025

Mr. Ashok Roy - **Rourkela Steel Plant(RSP)** 7894087046 & 06616514142

Mr. A K Azad – **IISCO STEEL PLANT (ISP)** - 9163348128

Mr. Obhishek Roy Chowdhury – **DSP & ASP- Durgapur** –0343-2586946

Mr. Sourav Sinha – **Bhilai Steel Plant(BSP)** – 9009557861 & 0788-6540003

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

Mr. K M Singh – **TISCO, Jamshedpur** – 9771434248

Mr. Srinivasan Saranathan – **Chennai** – 09282244305 , 09282215280

Mr. Vikas-**Kanpur-09794002333**

Mr. Harjinder Singh-**Ludhiana**- 09216960169

## Statement of Interest Form-Buyer

1. **The statement of Interest is to be signed by the authorized signatory of the interested organization. (The accepted signatory would be the sole proprietor in case of a sole proprietorship, the partner in case of a partnership firm, and the director in case of private & public limited companies.)**
2. Following documents are required to be submitted along with the Statement of Interest
  - a) Non Refundable bidder registration fees of Rs \_\_\_\_\_ (Rupees in words \_\_\_\_\_ only) in favor of "Mjunction Services Limited", payable at Kolkata. [For PLATINUM / GOLD membership]
  - b) Photo copy of PAN Card
3. On receipt of duly completed Statement of Interest, Mjunction services limited shall verify & evaluate your interest in MetalJunction. After due verification, our representative shall impart training on availing Mjunction services Ltd's services. Our head office in Kolkata will complete formalities regarding your account and will inform you about the details of your user ID.

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**Mjunction Services Limited,**  
Godrej Waterside, Tower-1, 3rd floor, Plot no. 5,  
Block-DP Sector-V, Salt Lake City, Kolkata-70091  
Tel: +91 33 66106100; Fax: +91 33 66011719  
E-mail: contactus@mjunction.in  
URL: www.mjunction.in,  
https://auction.metaljunction.com



[illegible]

### Confirmation of Training

This is to confirm that I have undergone the training conducted by Mjunction Services Limited to participate in the online auction conducted in their website. I am satisfied and have understood the processes to conduct bidding on my own.

I have been informed how I can change my password. I have also been informed how I may retrieve password using "forgot password feature" in case I do not remember the password.

I understand that during the time when auction is on, I need to contact at the numbers of the auction room for fastest assistance. The latest contact numbers are available on the website. I will make note of these numbers.

I understand that mjunction services limited will communicate with me by email also. I understand that I am required to check my email mail box regularly and am responsible for the same.

I will inform mjunction promptly in case of any change in phone / mobile number OR email id.

Date:

Place:

Signature:

Name of the Person:

Name of the Company with Seal:

## Agreement

I /We .....  
 .....  
 Son/daughter of .....  
 .....  
 Resident of .....  
 .....  
 Having my/our business at.....  
 .....

Agree as below:

1. I/We confirm that the information furnished by me/us to mjunction services limited are all true and correct to the best of my/our knowledge and belief and no material facts have been concealed by me/us. I am competent and authorized to enter into agreements on behalf of my firm.
2. I/We hereby understand and agree that the responsibility of preserving and maintaining the confidentiality and secrecy and security of my/our Login ID and transaction password (as also that of "secret question"/ "secret answer" combination) solely rests upon me/us and I/We shall be solely responsible for any breach/loss in this respect. I/We also understand and agree that without authorized written instructions from me/us, new password shall not be re-issued by mjunction services limited.
3. I/We agree to continually change the password (as also that of "secret question"/ "secret answer" combination) and keep it confidential. I/We agree that mjunction shall not be held responsible in any way for any loss that may be suffered by me/us as a result of disclosure of the password to any other person.
4. I/We agree and undertake to ensure that the safety, security, data integrity service or any other facts/information of auction is not compromised with anyone else.
5. I/We understand and agree that mjunction services limited shall not be liable for any inappropriate list send by the seller.
6. I/We agree that mjunction shall not be liable/responsible for any interruption in e-selling auction service caused by any means.
7. I/We confirm to have read the specific terms and conditions that are displayed on mjunction website regarding the auction event. I/We agree to strictly abide by any and all the Terms and Conditions displayed on the mjunction website.
8. I/We understand and agree that my/our security deposit/Bank guarantee is liable to be forfeited on infringement/breach of any Terms and conditions as prescribed from time to time by mjunction or it's Client (seller). I /We agree that mjunction will be well within its right to take any punitive measure against me/us including permanently debarring/blacklisting from participating in any and all mjunction events.
9. I/We understand and agree that all voice communications made by me/us with the auction room of mjunction are recorded and kept for future reference and action, if necessary. I/We further agree and confirm that any and all such verbal communication and instructions passed by me/us shall constitute a valid communication and shall be treated as valid contractual obligation cast on me/us to ratify such communication/instruction in writing as and when required by mj
10. In no event mjunction shall be liable to the customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Services and/or this Agreement, including without limitation any: -
  - (i) Loss of data;
  - (ii) Interruption or stoppage to the Customer's access to and/or use of the online market/exchange (website portal); Arising out of the performance of the Services or otherwise
11. Mjunction expressly excludes liability for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings, which may arise in respect of the Services

12. I/We understand and agree that

Mjunction makes no warranty, representation or promise not expressly set forth in this agreement.

Mjunction disclaims and excludes any and all implied warranties of merchantability, fitness for a particular purpose and noninfringement, except as expressly set forth herein.

Mjunction makes no warranty with respect to any software, product, configuration or system tested, analyzed or reviewed by mjunction and does not warrant that they are without defect or error, except as expressly set forth herein.

The results, data, performance, and information reported or disclosed by mjunction in connection with the services or this agreement are not warranted and customer bears all risks of reliance thereon.

Mjunction does not warrant that any results, data, performance or information can be reproduced, repeated or verified (i.e., they may vary).

Except as expressly set forth herein, the methodologies, equipment, software, practices, procedures, and technology used by mjunction in connection with the services are not warranted; and except as expressly set forth herein there shall be no claim against mjunction based on any of the foregoing ;or any alleged or actual inadequacy, malfunction, defect, or incompleteness of or in the foregoing

13. I/We agree to ratify all the acts of mjunction carried out in good faith and will keep mjunction indemnified, defend and hold mjunction harmless from any and all claims, costs, liabilities, judgments, expenses or damages (including reasonable attorney's fees) arising out of any breach or alleged breach of this agreement, performance of the obligations hereunder, or any representation or misrepresentation made by with regard to the subject of this Agreement.

14. I/We agree and undertake not to resort to any activity (ies) having the impact or causing interference to the system (hardware, software, Internet related application, servers etc.) I/We understand that mjunction strictly forbids me/us from indulging in any of the cyber crime activities including, but not limited to (a) unauthorized access(b) e-mail bombing (c) data diddling(c) Salami attack (d) internet time theft (e) logic bomb (f) virus/worm attack (g) Trojan attack (h) distributed denial of service attack (i) denial of service attack(j) email spoofing (k) cyber pornography(l) intellectual property crime (m) cyber stalking.

15. I/We agree to submit ourselves for resolution of any disputes with mjunction in the manner as prescribed herein below:

Arbitration, Governing Law & Jurisdiction

(a) Arbitration

Dispute or differences arising out or relating to this undertaking/Agreement shall be resolved amicably by the parties.

Failing such amicable resolution of dispute / differences either party may refer the matter to arbitration of a Sole Arbitrator to be appointed by the Managing Director of mjunction services limited. The Arbitration proceedings shall be governed and regulated by the provisions of Indian Arbitration and conciliation Act, 1996 and the rules framed there under alongwith amendment made thereto up-to-date. The award of the Arbitrator shall be final, binding and conclusive on the parties. The venue for arbitration shall be at Kolkata.

(b) Governing Law: This Agreement is construed and shall be governed in accordance with the laws of India without giving effect to any principle of conflict of law.

(c) Jurisdiction: The Courts at Calcutta shall have exclusive jurisdiction.

Signed & Stamped by Authorized Signatory		Date		Place	
<u>  X  </u>	<u>                    X                    </u>	<u>                    X                    </u>	<u>                    X                    </u>	<u>                    X                    </u>	<u>                    X                    </u>

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SMS Group Recommendation \_\_\_\_\_