



**MARKETING DEPARTMENT
SAIL: ROURKELA STEEL PLANT
SYNOPSIS OF THE CATALOGUE**

(VAT & CST SALE THROUGH ONLINE FORWARD AUCTION)

FA Ref. Number	MKTG/FA/N-COKE/14-15 (34000455)	Reference
FA Date	17.12.2014	Auction website – www.metaljunction.com
Auction Start Time	03.00 PM	Please select Client “RSP” after Submitting your User ID & Password in Log In Page
Item Description	NUT COKE (+15MM -25MM)	Annexure-A
Quantity & No. of Lots	2000 MT in 11 Lots (As is where is” & “No Complaints basis)	Annexure-A
EMD Amount & Last date of Submission	EMD is Rs.50, 000/- for all the items. EMD deposit details to be submitted latest by 05.00 PM on 16.12.14 (Supportive Documents Only) Customers interested in participating in the FA shall also have the option to furnish an interest free permanent EMD of Rs. 3, 00,000/- (Rupees Three Lakhs Only)	Annexure-E Clause-17
Bidding Basis	Basic Price to be quoted in Rs./MT(Taxes & duties extra)	Annexure-E Clause-4(b)
Taxes & Duties	E.D. @ 6.18% extra on quoted prices. As applicable. CST@2% against ‘C’ Form /VAT@5% extra or as applicable, Entry Tax extra as applicable.	
Validity of Price Bid	30 days from the date of opening of tender.	
Security Deposit	Security Deposit will be 5% of the total sale value. EMD will be adjusted towards SD.	Annexure-E Clause-4(a)
Payment in Instalment(s)	For all the items, payment to be deposited as stipulated in Annexure-E Point No. 4 (d) & (f)	
Payment Date/Schedule	10 (Ten) working days from the day following the date of Issue of Sale Order.	Annexure-E Clause-4(a)
Delivery Time	For NUT COKE, delivery time is 30 Working days from the day following the date of sale Order.	
Penalty For Late Payment	In case of delayed payment, further 7 working days time with 1% penalty	Annexure-E Clause-4(d)
Ground Rent For Delay in Lifting	1% per week or part thereof	Annexure-E Clause-16(b)
Inspection Time	9.00AM to 5.00PM excluding the Holidays with prior appointment	
Special Remarks	1. All customers may kindly furnish their TIN/SRIN No before making payment or lifting/despatches for incorporation of TIN/SRIN in the VAT invoices so that they may avail Input Tax credit wherever applicable.	
	2. PAN number to be provided by the customers, in case PAN is not available for any customer, Rs.10000/- extra shall be payable along with value of material, which will be kept as additional security and shall refunded as & when PAN is submitted by the customer.	
	3. In respect of sale through online auction process, manufacturers would have to submit the appropriate ET Declaration Forms if any. Applicability of ET and the concessions to the manufacturers would be as per prevalent rule. ET at full rate will be charged if appropriate form is not submitted.	
	4. CUSTOMERS ARE REQUESTED TO INSPECT THE MATERIAL BEFORE PARTICIPATION IN AUCTION. SCREENING IS NOT ALLOWED.	
	5. Refer SAIL-FA1 Terms & Conditions hosted in SAIL’s website.	
Contact Persons	Mr. B.K. BISI (DGM-Mktg) Ph: 0661-2448859 Mr. A. Mishra (DGM-OBPP) Ph: 8895501283 Mr. Gitimoy Mukherjee (Mjunction, Kolkata) Ph: 085840-08196 Ms. Tania Chakrabarty (Mjunction, Kolkata) Ph: 091633-48113 Mr. Somnath Mukherjee (Mjunction, Rourkela) Ph: 099370-65924	

Sale is governed by SAIL-FA1

For further details please log on to: www.metaljunction.com

Visit us at www.sailtenders.co.in

Please go through the terms & conditions in Annexures A to F for further details

NOTICE FOR E-AUCTION SALE OF NUT COKE ITEMS

REF.No.: MKTG/FA/N-COKE/14-15 (34000455)

Date: 09.12.2014

Nut Coke as per details given in Auction Schedule (**Annexure-A**), are available for sale on “As is where is” & “No Complaints” basis through Online Auction Sale process to be held on **17.12.2014** on the Tender/ Auction platform of **MJunction Services Ltd.**

- 2) Customers intending to purchase any of the lot shall have to submit the following by **05.00 PM** on **16.12.2014** in the office of the MJunction, Rourkela Steel Plant, 4th Floor, Administrative Building, Rourkela-769011 or any of the Branch/Zonal Offices of MJunction services ltd.

Website: www.metaljunction.com		
Location	Landline	Mobile
Jamshedpur	0657 6519990	09771434248
Bokaro	09234364358	09771475259
Delhi	011 65413288	09560599972
Chennai		09677120585
Bhilai	0788 2227136	09009557861
Durgapur	0343 6510185	09163348127
Burnpur		09163348128
Rourkela	0661-6514142	07894087046
Raigarh		07869912760
Mumbai		07738252479
Ludhiana		09216960169
Kanpur	011 64577845	09794002333
Gandhidham		09662531370
Kolkata	033-66106071	09163348254
Kolkata	033-66106314	09163348124
RSP (Ferrous)		9163348254
RSP (Scrap & Assets)		9163348124
Auction Control Room Nos.		033-66031760-62 033-66031769-70 033-44091764-65

- A letter of interest in the format given at “**Annexure – B**”, mentioning the UTR No or Instrument No as per the mode of payment towards EMD.
- “General Rules & Regulations governing conduct of Online Tender/Auction on the Service Provider Platform” (**Annexure-C**), “Definition of Key Terms” (**Annexure-D**) and “Terms & Conditions for Sale of Materials” (**Annexure-E**), duly signed on each page.

a) Earnest Money Deposit (EMD): EMD shall be deposited in favour of **MJUNCTION SERVICES LIMITED** through any of the modes as mentioned in **Annexure-E (Clause No-17)**

b) Security Deposit (SD): Successful bidder will have to deposit SD @ 5% of lot value excluding of all taxes & duties and other charges as applicable of all the lots awarded to him in a FA. Delivery against any lot will only be allowed thereafter. Payment of Security Deposit and the Sale Value shall be in the form of Demand Draft (DD), Pay Order (PO), Bankers Cheque (BC) drawn on any Scheduled bank at their Rourkela Branch in favour of **Steel Authority of India Ltd., Rourkela Steel Plant**. Payment by Cash, Cheque, CDR or in any other form will not be accepted.

- 3) *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. The individual customer has to submit the required EMD and documents stated above, to enable them to participate in the dynamic auctioning process of the items / lots of their choice to be conducted in the Website [www.metaljunction.in]. Before actual participation, the bidders may obtain necessary help from the Service provider so as to enable themselves to participate in the Online Auction process without any difficulty.

- 4) **a) Delivery against multiple lots :** To cite an example, if a customer is allotted 5 lots in a particular FA where quoted value is say Rs 35 Lakhs, the Purchaser will have to deposit balance Rs 75000/- towards SD in addition to 1,00, 000/- already deposited by him towards EMD. Delivery of any lot will be permitted only after full SD amount is deposited (say Rs. 1,75,000/- in the above case). The S.D. will be adjusted against the last lot.
- b) Forfeiture of SD in case of multiple lots : In case the customer wants to leave any of the 5 lots awarded to him, 5% of the quoted lot value subject to maximum of Rs. 1,00,000/- will be deducted out of Rs 1,75,000/- deposited by the purchaser & they will be additionally debarred from participating in the subsequent FAs for a period of 3 months. In other words, in the event of failure on part of the successful bidder to pay the entire balance amount including duties & taxes against each lot within specified period, the Sale order will be cancelled and 5% of the quoted value will be forfeited subject to maximum of Rs. 1, 00,000/- and the party will additionally be debarred from participating in further FAs for a period of 3 months without any prior notice to the bidder.
- c) Payment of EMD by Cash, Cheque, CDR or any other form shall not be accepted.
- d) No Interest shall be payable on Earnest Money Deposit (EMD) amount.

5) **Taxes and Duties**

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

5.1 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 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.

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

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

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

5.1.4 Balance amount will be refunded / adjusted by Finance Deptt. on receipt of Delivery Completion Report / Refund Advice. The EMD amount may be adjusted for the deposit of the cost of materials.

5.2 **Charge of Sales Tax (VAT / CST) and issue of Statutory Forms.**

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

In case the goods have to be moved outside Odisha, the customer should declare the same at the time of bid itself. The customer is required to move the material outside the State of Odisha. In case the goods are not moved outside the State of Odisha by the customer, then the customer will be liable to reimburse the

differential tax amount (i.e. tax on sales charged under the OVAT Act – tax already charged under CST Act). The customer will also be required to pay penalty of Rs. 10,000 for such default.

5.2.2 “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.

5.2.3 “E1 Form” would be issued only to the SOLD-TO customer against submission of “C Form” by the same. Under no circumstances, the Form would be issued to SHIP-TO customer.

5.2.5 Timelines for submission of Forms / request for issue of Forms (Pt. 5.2.1- 5.2.4, above) would be as below:

a. **Submission of C Form:** All “C” Forms against concessional inter-state sales must be submitted by the customers (complete in all aspects) for every quarter by the last day of the subsequent quarter (except for the E1 customers wherein it has to be submitted within 60 days from the end of the quarter , so that E1 form can be issued well in time). In case of non-receipt of “C” form as aforesaid; Debit Notes for the differential tax would be raised in the following month, after the end of succeeding respective quarter. Customers outside state of Odisha wishing to avail concessional CST shall be required to submit an undertaking in the standard format of RSP,Rourkela where “C” FORM will be submitted subsequently by the party.

b. **Request for issue of E1 Form:** Customers eligible for issue of E1 Forms, are required to provide **monthly** E1 transaction details in the specified format, on or before the 5th working day of the subsequent month. Requisite documents along with the enclosures should be submitted within 60 days of the end of the quarter. This shall be entertained subject to receipt of C Forms along with correct endorsement as mentioned above. Any requests / applications / details / documents (as mentioned above), received beyond the above timelines shall not be accepted or processed under any circumstances.

- 6) Final Bids given by the successful bidders in the Online Auction process shall be kept **valid for 30 days** from the date of auction for acceptance by the Management.
- 7) 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 shall be final.
- 8) In case where the bids given by the bidders in online auction process are not acceptable, the EMD for the one-time participants shall be refunded within 10 (Ten) days.
- 9) **Letter of Acceptance / Sale Order (S.O.)** will be issued to the successful bidders whose bids are acceptable to the Management.
- 10) **Payment Terms will be as per Clause 4 of Annexure-E.**
- 11) **Release Orders / Delivery Orders (D.O.) will be issued on receipt of 100% of lot value including duties, taxes & levies as applicable in addition to 5% SD.**
- 12) **Payment terms, Penalty** for delayed payment, Issue of **release orders / delivery Orders, Lifting** of materials from the yard, **Ground Rent, Forfeiture** etc. shall be governed by the **“General Terms & Condition of Sale of Materials” (Annexure-E).**
- 13) **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 30 working days from the date following the date of sale order. For details, clause 5, 11 & 12 of the General Terms and Conditions of Sale of Materials (Annexure-E) may be referred.**
- 14) If for any reasons beyond the control of the SAIL, RSP all the materials offered through the online Auction process or part thereof **cannot be delivered**, the liability of SAIL, RSP will be limited only to the extent of **refund of the proportionate amount** paid by the Purchaser as applicable, for the quantity not delivered.
- 15) Potential Bidders shall be allowed to inspect the materials / lots at Disposal yard during working hours from **9.00AM to 5.00PM** excluding the Holidays with prior appointment.

16) In respect of sale through online tender / auction process, manufacturers would have to submit the appropriate ET Declaration Forms. Applicability of ET and the concessions to the actual users or traders would be as per prevalent rule. **Tax at full rate will be charged if appropriate form is not submitted.**

17) **Unsolicited Offers**

Bidders must be very careful to submit a bonafide bid and after submitting a bid he shall not resile from his offer or modify any terms & conditions thereof without being asked to do so. Should the tenderers fail to observe the foregoing stipulations the EMD will be forfeited and the revised offer of the tenderer will also be rejected.

22) **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. The Fax is to be sent to Tender/Auction Controller at Kolkata at the no: 033-22883536.

23) **Submission of Bids in the Online Tender Sale/ Forward Auction will mean that the bidder has gone through the terms & conditions and the same are accepted in totality.**

- 24) a) ALL CUSTOMERS ARE FREE TO PARTICIPATE FOR ALL THE LOTS.
b) THEREAFTER, TENDER COMMITTEE WILL EXAMINE WHETHER H-1 PRICE IS ACCEPTABLE OR NOT.

HOD (Mktg)
behalf of SAIL / RSP

Signature of the Bidder

ANNEXURE-B

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

Sub: Sale of Waste Product through ONLINE FORWARD AUCTION

REF.No.: MKTG/FA/N-COKE/14-15 (34000455)

Date: 09.12.2014

1. The following materials are available for sale through ONLINE FORWARD AUCTION to be conducted on 17.12.2014

SI No.	Product Code Lot Number	Product Description Additional Info	Qty (TO) +/-20%	Location	Inst No
1	100960000000000001 11007986	NUT COKE (+15MM -25MM) Near TP-24 area	250.00	4100-OB99 OBBP	01
2	100960000000000001 11007990	NUT COKE (+15MM -25MM) Near TP-24 area	250.00	4100-OB99 OBBP	01
3	100960000000000001 11008469	NUT COKE (+15MM -25MM) Near TP-24 area	250.00	4100-OB99 OBBP	01
4	100960000000000001 11008737	NUT COKE (+15MM -25MM) Near TP-24 area	100.00	4100-OB99 OBBP	01
5	100960000000000001 11008732	NUT COKE (+15MM -25MM) Near TP-24 area	250.00	4100-OB99 OBBP	01
6	100960000000000001 11008735	NUT COKE (+15MM -25MM) Near TP-24 area	100.00	4100-OB99 OBBP	01
7	100960000000000001 11008736	NUT COKE (+15MM -25MM) Near TP-24 area	100.00	4100-OB99 OBBP	01
8	100960000000000001 11008738	NUT COKE (+15MM -25MM) Near TP-24 area	250.00	4100-OB99 OBBP	01
9	100960000000000001 11008733	NUT COKE (+15MM -25MM) Near TP-24 area	250.00	4100-OB99 OBBP	01
10	100960000000000001 11008734	NUT COKE (+15MM -25MM) Near TP-24 area	100.00	4100-OB99 OBBP	01
11	100960000000000001 11008611	NUT COKE (+15MM -25MM) Near TP-24 area	100.00	4100-OB99 OBBP	01
Total Lots: 11			Total Qty : 2,000.000		

2. Terms & Conditions :

The bidders must quote their rate on per tonne basis exclusive of excise duty, sales-tax and other charges. Price should be quoted both in words and figures.

All other terms and conditions shall be as per our General Terms and Conditions of Sale through online forward auction.

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

2. Parties are also requested to furnish their ECC, Tin/Srin numbers alongwith the letter of interest to M/s. Mjunction Services Limited. The above details are of utmost importance.

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

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

DGM, Marketing

LETTER OF INTEREST

To
GM, (Mktg),
SAIL, RSP

Dear Sir,

1. We _____/RSP Party Code _____ are Interested in participating in the online forward auction notified vide your notice No. MKTG/FA/N-COKE/14-15 (34000455) Dt. 09.12 .14 to be held on **17.12.14**
2. We are hereby submitting an EMD of Rs. _____
- a) By NEFT/ RTGS vide UTR No: _____ dated _____
- (OR)
- b) By direct transfer from the HDFC Bank account to MJ's account No: 00140310003480
- (OR)
- c) By DD / PO _____ Dated _____ in favor of Mjunction Services Limited
(Account Title: Mjunction Services Limited; Account Number: 00140310003480; CMS Code: MSAILEMD)
- Please Note – Participation to E-Auction is subject to realization of EMD submitted by the customers, through any of the above mentioned modes to Mjunction Services Limited account prior to auction.**
3. We agree to abide by all the instruction contained in the above indicated online forward auction notice, "SAIL – FA1 – General Terms & Conditions Of Sale from Plants / Units of SAIL for sale through Online Auction / Forward Auction (FA)" available on SAIL / mjunction's website and your General and special Terms & Conditions of sale of materials.
4. I / We understand that my / our bid in an e-selling event would be construed as my / our acceptance to the "SAIL – FA1 – General Terms & Conditions Of Sale from Plants / Units of SAIL for sale through Online Auction / Forward Auction (FA)" available on SAIL / mjunction's website and the general Rules and Regulations governing conduct of online Forward Auctions (Annexure C). I / We understand that if our bid is accepted by the Metaljunction, and approved by SAIL, I / We are obliged to complete the transaction.
5. I / We agree that we have been provided training by Metaljunction in order to participate in Online Forward Auctions.
6. I / We request mjunction to allot User – id and Password to me / us and activate the same to participate in the above mentioned online forward auction.
7. I / we agree that I / we shall change the Password on receipt by me / us and keep it confidential. I / We agree that mjunction shall not be held responsible in any way for any losses that may be suffered by me / us as a result of disclosure of the Password to any other person by me.
8. I / We understand that my / our inability to participate in an e-selling event due to disruption of my / our internet services, or due to bandwidth problems with my / our local internet are beyond the control of the mjunction.
9. In the event of any failure on our part to comply with all or any of the Terms & Conditions regarding the online forward auction. I / We irrevocably agree for the forfeiture of our earnest money deposit and security deposit (if applicable).
10. We are providing the following details to you:-
- a) Name of the contact person on our behalf :-
- b) Our contact Telephone No :-
- c) Our contact FAX No :-
- d) Our contact E-Mail particular :-
- e) Bank Name :-
- f) Branch Name :-
- g) Branch Address :-
- h) Branch Telephone no :-
- i) 9 digit code number of the branch :-
- j) Account type :-
- k) Ledger No / Ledger folio no :-
- l) Account no :-
- m) TIN/SRIN No:-
- n) PAN NO :- (In case PAN is not available for any customer, Rs.10000/- extra shall be payable along with value of material, which will be kept as additional security and shall refunded as & when PAN is submitted by the customer.)
- o) Other documents required by the plant / Unit if, any :-
- p) ECC No:-

Billing Address:

Consignee Address:

Yours faithfully

Signature of Authorized Person
For
M/s. _____

(With Company's 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 Rourkela Steel plant, Steel Authority of India (hereinafter referred as the “Client”) on the Auction Platform of mjunction services ltd, (hereinafter referred as “Service Provider”).

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 auction, of Rourkela 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. Defining of bidding rules for each auction in consultation with the client.
4. Enhancing bidder awareness of and comfort with the auction mechanism and bidding rules.
5. Input of the Auction items and defining the bidding rule in the auction engine.
6. Enlarging the customer base by introducing new bidders.
7. Collection of EMD, Letter of Interest etc. from the willing bidders and forwarding the same to the Client.
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 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 before the start of the Forward auction will be one of the necessary conditions for participating in the auction.
3. Bidders hereby confirm that they shall commit to lift the item (being bid for) at the price entered by them in the auction engine AND at the terms and conditions specified herein by the Client. All Prices entered shall be legally binding on the bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honour the bids placed during online bidding shall render the bidders liable for penal action as deemed fit by “Client” / “Service Provider”.
4. In the event of winning an allotment in the auction mechanism, the bidder shall commit to fulfill outlined obligations under the contract.

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 bidding. 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 “Client”/ “Service Provider” prior to the start of online auction will be given “Login ID” and “PASSWORD” to enable them view and participate in online 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 fulfillment of the underlying contract.
- Any delays in initiating the online auction or postponement / cancellation of the online auction proceedings due to any problem with the hardware / software / infrastructure facilities or any other shortcomings.

While, reasonable care and diligence will be taken by “Service Provider” in discharge of its responsibilities such as design of the online bid, communication of bid details and rules, guidance to client/ bidders in accessing the Auction Engine and placing bids, etc. the bidders shall specifically indemnify “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.

Signed in acceptance of the above terms and conditions

Name:	Signature	
Designation of signatory	Date	Place
Telephone / FAX no. _____		

ANNEXURE D

DEFINITION OF KEY TERMS

1. Auction.

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

2. Online Auctions.

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

3. Award at the Auction.

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

4. Client.

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

5. Bidder.

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

6. Auction Engine.

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

7. Timings of the Online Bid.

All the timings of the Online Bid shall be based on the time indicated by the Server hosting the Auction Engine. It shall be the 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 and check the exact Server Time (displayed in both the windows).

8. Preview Time.

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

9. Start Time.

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

10. Duration of the Auction.

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

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

11. Auto Extension of the Auction Timings.

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

12. End of the Auction

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

13. Auction Report

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

14. Customers intending to purchase any of the lot shall have to submit the following by **05.00PM on 16.12.14** to the office of M/s mjunction services ltd, Rourkela Steel Plant, 4th Floor, Administration Building, Rourkela-769011 or any of the Zonal offices of M/s mjunction services ltd

- A letter of interest in the format given at "Annexure – B" mentioning the UTR No or Instrument No as per the mode of payment.
- "General Rules & Regulations governing conduct of Online Auction on the Service Provider Platform" (Annexure-C), "Definition of Key Terms", (Annexure-D) and "Terms & Conditions for Sale of Materials" (Annexure-E) duly signed, on each page.
- Earnest Money Deposit (EMD) of **Rs. 50,000/-** Earnest Money Deposit (EMD) shall be deposited in favour of MJUNCTION SERVICES LIMITED through any of the modes as mentioned in **Annexure-E (Clause No-17)**

ANNEXURE-E

General Terms & Conditions of Online Forward Auction Sale

1. The sale is on 'As is where is' and 'No Complaint' basis. The bidders in their own interest should inspect the material before submission of on-line bids. No guarantee whatsoever regarding quality, description, present or future conditions of the material at the time of supply and or its fitness for any specific purpose can be given. .
2. **The Bidders should submit their bids on 'per tonne' basis exclusive of ED, VAT, ET and other charges & levies which will be charged extra as per rules applicable on the actual date of delivery of the material.**
3. The sale is exclusively meant for the materials stated in the tender notice and specifically precludes any other items found along with the material described above or found in the vicinity or its area which in the opinion of the concerned department or his authorised representative, do not form part of the items to be sold. The decision of the concerned department will be final in this regard.
4.
 - a) The successful bidders will have to deposit **105% of the cost of the material within 10 working days from the date following the date of Sale Order**. Separate payment for Security Deposit will not be necessary. Balance amount will be refunded/ adjusted by Finance Department on receipt of delivery completion report / refund advice *issued by Marketing Department*. The EMD amount may be adjusted for deposit of the cost of the materials.
 - b) In the event of failure on the part of the successful bidder to make full payment within the date specified in the Sale Order, the management may at its option cancel the sale relating to the lot (s) forfeiting the 5% of the plot/lot(s) value subject to maximum of EMD without issuing any prior notice to the bidders.
 - c) SAIL, RSP will have the option to offer the plot/lot for re-auction **after 7 working days extra time is over i.e. after 17 working days from the date following the date of Sale Order**.
 - d) Where the value of the material is up to Rs. 50 Lakhs, Purchasers will have to make payment towards 105% of the total sale value of the lots allotted in FA within 10 working days from the date following the date of Sale Order. In case of delayed payment, further 3 working days with 1% penalty. *In other words, customer will be allowed 8th to 10th working day from the date following the date of Sale Order with 1% penalty.*
 - e) If a Purchaser fails to make payment for lots within 17 working days, 5% of the lot/lots value subject to maximum of EMD will be forfeited. The customer will be debarred for 3 months from participating in F.A.
 - f) Where the value of the material is more than Rs. 50 Lakhs, the Purchaser may deposit the sale value in installments. Each installment shall be of Rs.50 lacs and balance amount is to be deposited as the last installment. The 5% amount in lieu of SD shall be deposited along with the 1st installment in addition to the 1st installment amount of Rs.50 lacs. The installments are to be paid at intervals of 7 (Seven) working days from the date of Sale Order without penalty. If payment is delayed, it will be dealt with as stipulated in para 4(d) & (e) above.

If the purchaser fails to deposit the subsequent installments accordingly, the 5 % amount deposited (in lieu of security deposit) shall be forfeited and the Sale Order would stand cancelled.
 - (g) Penalty amount is applicable on the basic cost of the material.

(i) Payment:-

On receipt of the sale order, the purchaser have to deposit the amount as per details indicated in the sale order by Demand Draft or Banker's Cheque, drawn in favor of **Steel Authority of India Ltd., Rourkela Steel Plant** payable at **Rourkela**. Cheque will not be accepted towards the payment of sale value and sales tax. Payment will be made within the period as stipulated in the sale order.

(j) E-Mode of Payment:-

The deposit for all sums of money will be accepted through e-payment mode (NEFT / RTGS) or through DD/ PO drawn in favour of **SAIL, Rourkela Steel Plant** payable at **Rourkela**. For e-payment, the a/c no. of SAIL, RSP is 00000010607498956 with State Bank of India (Commercial Branch), Main Road, Rourkela. The IFSC code of this SBI branch is SBIN0009678. Upon transfer of amount, the UTR No. (Unique Transaction reference no.) may be faxed to Marketing Deptt of RSP. Cheques will not be accepted towards the payment of sale value and sales tax. Payment will be made within the period as stipulated in the sale order. In case payment is made through DD/BO/BC, the same shall have to be deposited in the Cash Section of Finance at Admn. Building of RSP. The purchaser also has the option to deposit the payment directly in the above a/c of SAIL, RSP.

a) The purchaser has to make all the payments within 17 working days from the day following the date of Issue of Sale Order. Security Deposit will be calculated at 5% of the Lot value. Payment deposits shall be inclusive of all taxes & duties and other charges as applicable.

5. On receipt of full payment from the purchaser, the management will issue a release order which will enable the purchaser to take delivery of the materials from the stock holder. The bidder who has signed the tender is required to sign the release order. If this is not possible and if the tenderer desires to take delivery through his authorised representative, he must authorise the latter by a letter of authority which shall be presented to the appropriate management. The letter of authority shall bear the specimen signature of the authorised representative duly attested by the tenderer. The management 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. Delivery by proxy will be at the purchaser's sole responsibility & risk and no claim shall lie against the management on account, whatsoever, if delivery is effected to wrong person.
6. In case the quantity is found to be less than the quantity given, no claim will be entertained but amount proportionate to the quantity not made available will be refunded. However, if the quantity after lifting of this stipulated quantity is found to be in excess of the same, offering of the additional qty to the successful tenderer will be solely at the discretion of Head of Marketing and in case the same is offered to the successful tenderer, the tenderer will be bound to make payment for additional qty at the rate at which the contract is awarded and would lift the same in the specified for the purpose. Head of Marketing in his own discretion can award the contract for full quantity of the material or can divide the tendered quantity between one or more tenderers.
7. **The material will be deemed to be under the custody of the purchaser once the full payment or part thereof is deposited with RSP** and SAIL will not be under any liability for safe custody or preservation thereof till the date of final removal.
8. Any damage within SAIL's premises caused by the purchaser during the operation of the contract will be debited to his account. Assessment of damages/ breakage or loss will be done by RSP which shall be final and binding on the purchaser. The Bidders are requested to confirm whether they are registered dealers under VAT act. If so they should indicate the registration number on this copy of terms and conditions.
9. **Validity of Price Bid:** Bidders will keep their offered price open for acceptance for 30 days from the date of Forward Auction.
10. The Purchasers should make **their own arrangements to take delivery of materials by their own transport from the seller's plant to their agreed destination.** Lifting will be allowed only by road transport. Weighment of the material would be done inside the plant Weighbridge. The weighment taken in the above weighbridge will be final and binding for all purposes. The road delivery procedure being followed in the plant would be strictly applicable and tenderer would have to abide by the same. The purchaser would lift the material as directed by the head of the concerned department or his authorised representative. **Loading to be done by customers.** No pick and choose will be allowed. The decision of the concerned department will be final for the above purpose.
11. The purchaser will make his own arrangements for removal of material, employ his own labour, tools implemented and will use his own transport for taking delivery of materials in case of road delivery. **In Case the goods are to be moved outside Odisha, the purchaser should declare the same at the time of the bid itself. The Purchaser is required to move the material outside the State of Odisha, and in case the goods are not moved outside the State of Odisha by the Purchaser, then the purchaser will be liable to reimburse the differential tax amount along with the penalty amount as referred in para 5.2.1 above of this Tender/OLFA document.**
12. The purchaser shall assume all liabilities for and keep the SAIL wholly indemnified against all section or suits claims, costs and damage charges and expenses arising out of or in connection with the contract or workmen engaged in the work
13. Submission of Bids in the Online Forward Auction will mean that the bidder has gone through the terms & conditions and the same are accepted in totality.
14. RSP reserves the right to cancel the contract at any time during its validity without assigning any reason thereof whatsoever it may be. The decision of GM (Mktg) will be final & binding.
15. (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 Offer/ Release Order any items of 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.
(b) The Management reserves the right to dispose off any item by other means even after inviting tenders for sale of such materials by tender
16. a) **Abandoned Goods:**
The purchaser must effect complete removal of the materials from the site within the date specified in the release order / delivery order issued by the Management. **The material will be deemed to be under the custody of the purchaser once the full payment or part thereof is deposited with RSP.** In case the material is not removed in full within the specified date, release order / delivery order for the left over quantity will be treated as cancelled. The materials so left over will be treated as "Abandoned Goods". 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 "Abandoned Goods". In addition to forfeiting such abandoned goods, the initial deposit and the price if any paid by 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.

If the purchaser fails to remove the full materials within the extended delivery date, the materials so left over will be treated as “Abandoned Goods” and will be dealt with as stipulated in Para 16(a) above.

If any materials for which delivery order is issued could not delivered to the purchaser by the Management either in full or in part due to any reason, the Management may extend the date fixed for removal of the materials for a further period without charging Ground Rent

It is however clarified that for a material to be constituted as Abandoned Goods, the incident of removal of material will be a must, may it be in part.

b) Extension of Delivery Date:

Notwithstanding above conditions the Management may on consideration of the merit of the case allow extension of the removal date at the discretion of Management charging ground rent equivalent to 1% of the value of the left over materials per week or part thereof. If the buyer fails to remove the full materials within the extended delivery date, the materials so left over will be treated as “ Abandoned Goods” and will be dealt with as stipulated in para 16(a) above.

c) If any materials for which delivery order is issued could not delivered to the purchaser by the Management either in full or in part due to any reason, the Management may extend the date fixed for removal of the materials for a further period without charging Ground Rent.

17. Earnest Money Deposit (EMD):

Customers willing to participate in auction of any or all lots should submit an EMD of **Rs.50, 000/-** only. Mjunction Services Limited shall facilitate the collection of Earnest Money Deposit (EMD) on behalf of SAIL.

i. EMD should be made through RTGS / NEFT facility. The Bank Account details for the same are as provided below

BENEFICIARY NAME	MJUNCTION SERVICES LIMITED
BANK NAME	HDFC BANK
BRANCH	CENTRAL PLAZA, 2/6, SARAT BOSE ROAD, KOLKATA
CURRENT ACCOUNT NO.	00140310003480
IFSC CODE	HDFC0000014
MICR CODE	700240003

ii. The EMD can also be paid through direct transfer from the HDFC Bank account of the customer, if any. In such case, customer will have to use the sub-account number provided for the transaction. Customers wishing to avail this facility should contact the nearest branch of Mjunction for the details of their account / sub-account numbers.

iii. Customers may also deposit their EMD payments directly to the account of Mjunction Services Ltd in the form of Banker’s cheque / demand drafts / pay order of any Scheduled bank in favour of **MJUNCTION SERVICES LIMITED** at any branch of HDFC Bank with CMS facility.

(Account Title: **Mjunction Services Limited**; Account Number: **00140310003480**; CMS Code: **MSAILEMD**)

Please Note – Participation to E-Auction is subject to realization of EMD submitted by the customers, through any of the above mentioned modes to Mjunction Services Limited account prior to auction.

A list of such branches is attached to this catalogue and has also been uploaded on to our website <http://www.metaljunction.com>

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.

In the event of award of sale, 5% 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. The SD shall be adjusted against the last lot.

In the event of failure on part of the firm to make payment within the stipulated time period or backing out, 5% of the lot value subject to maximum of Rs.1 lakh 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, the customer can deposit the forfeited amount so that the permanent EMD is once again Rs.3 lakhs, before being granted the permission to participate afresh in the subsequent FAs.

18. 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, Rourkela Steel Plant or Government of any other person or persons, including other Steel Plants under SAIL and adjusted against any claim of the Steel Authority of India Limited, Rourkela Steel Plant or Government or such other person or persons including other Steel Plant under SAIL for the payment of the sum of money of the arising out of or under any other contract tender made by the purchaser/ tenderer with the Steel Authority of India Limited, Rourkela Steel Plant, or Government or such other person or persons including other Steel Plants under the Steel Authority of India Limited.

19. 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 be 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 other-wise. 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 to the sale value of the undelivered quantity. He shall not be entitled to claim any damages, loss, profit, interest or compensation or any account due to such short delivery.

20. Compliance of Labour Laws Safety Rules: During the period of the purchaser's workers are employed within the Rourkela Steel Plant, Rourkela premises, they will be governed by the Labour Law and Rules, Factory Act and Rules and Rourkela Steel Plant Security Rules & Safety Rules as applicable and it shall be the responsibility of the purchaser to ensure that the statutory provisions are complied with fully.

21. Illegal Gratifications : Any bribes, commission, gifts or advantage given, promised or offered by or on behalf or the tenderer of his partner agent or servant of any one on their behalf to any Officer, servant representative or agent of the company or 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 to the tenderer to the cancellation of this contract, aforesaid and also to payment of any loss of damage resulting any such cancellation to this like extent.

22. 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 in the course of removing the lot/ lots 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.

23 e-Sale: Re-Sale will not be recognized by the Management. Sale Offers and release orders will be made out only in the name of actual purchaser.

24. Conciliation Clause :

"Notwithstanding the provision for resolution of difference and disputes through Arbitration, the parties may refer the dispute/difference to conciliator to explore possibility of an amicable settlement before resorting to Arbitration. On request of either side conciliator may be appointed in the same manner like that of Arbitrator."

25. Arbitration Clause :

"In the event of any dispute or difference arising under or out of contract, the same shall be referred to the sole arbitration of any person nominated by the Managing Director/CEO SAIL, Rourkela Steel Plant, Rourkela which expression shall mean and include the Chief Executive of RSP by whatever name designated. It is further agreed as a term of this agreement that in the event the appointed Arbitrator to whom the dispute and differences has been originally referred is transferred or becomes unwilling or is otherwise becoming unable to act or becomes incapable of acting as such, the said MD/CEO shall be entitled to appoint any person afresh to act as Arbitrator in accordance with this Agreement and such Arbitrator shall be entitled to proceed with the reference from the stage at which it was left by the previous Arbitrator. The award of such Arbitrator shall be final and binding on the parties to this Agreement.

It is also a term of the agreement that the Authority to appoint/nominate Arbitrator(s) under this agreement vests exclusively in the Managing Director/CEO and no person other than the Arbitrator nominated by the MD/CEO would be competent to act as Arbitrator under this agreement.

Subject to the aforesaid, the provision of Indian Arbitration and Conciliation Act, 1996 and the rules made thereunder or thereto by statutory modification or modifications thereof shall govern all such arbitration proceedings and shall be deemed to have been incorporated in this Contract.

Supply of materials, chattels, etc., or any work under the contract shall, if reasonably possible, continue during the Arbitration proceedings and no payment due to or payable by Purchaser/contractor shall be withheld on account of such proceedings. The cost of the Arbitration Proceeding shall be equally borne by the parties to the Agreement.

All sittings of the Arbitrator shall take place at Rourkela. It is a term of this agreement that notwithstanding the manner in which the agreement has been reached, this agreement shall be deemed to have been formed entirely at Rourkela. All kinds of Legal proceedings under the Indian Arbitration and conciliation Act and all other laws governing this agreement and matter/disputes arising there under shall be cognizable and triable only in the appropriate Court exercising territorial jurisdiction over Rourkela Steel Plant."

Place for Legal Proceedings: The Contract shall be deemed to have been entered into by RSP at Rourkela and all cause of action therefore be deemed to have been arisen at Rourkela irrespective of the location of the Head or Branch Offices of SAIL or the Supplier/Contractor. All kinds of legal proceedings against SAIL, RSP in any matter arising out of the contract shall be triable only by the appropriate Civil Court of Rourkela.