

Auction Notice No : Mktg/FA/Genl/14-15/0021000424/ Dated:13/12/2014

**CATALOGUE
FOR
ONLINE AUCTION**



**MARKETING DEPARTMENT
DURGAPUR STEEL PLANT**

Contact details for SAIL DSP Auction related issues

Letter of interest to be mailed to (subject line should have DSP mentioned)	loi@mjunction.in
refund of EMD for non H1 customers	emdrefund@mjunction.in
for any feedback,complaints and suggestions	fsc@mjunction.in
Contact details in mjunction -Durgapur branch	
Pavel Bhattacharjee: +91-8584008262 ; 0343-6510185	pavel.bhattacharjee@mjunction.in
Abhishek Chakraborty:- +91-9163348279	abhishek.chakraborty@mjunction.in

STEEL AUTHORITY OF INDIA LIMITED
DURGAPUR STEEL PLANT

AUCTION NOTICE

Newspaper Advt.No.: GM (Mktg)/14-15/FA/QTR-3

Auction Notice No.: Mktg/FA/Genl/14-15/0021000424/

Dated:13/12/2014

Steel Authority Of India Limited, Durgapur Steel Plant, Durgapur- 713203 intends to sell some material tabulated at "List of Materials" through On-Line Auction to be conducted by our Service Provider M/s mjunction Service Limited, Tata Center, 45 Jawahar Lal Nehru Road, Koltata-71 on their website <http://auction.metaljunction.com>.

Online Auction and subsequent sale will be subject to

> Instruction/Terms & Conditions contained in the List of Materials for e-auction for the Auction Notice No.Mktg/FA/Genl/14-15/0021000424/
Dated:13/12/2014

> Auction Terms for Online Auction issued vide No. GM (Mktg)/Auction Terms/STCDSP-1/Issue-6 Dated 28.03.2013 which consists of

- * Special Terms & Conditions of Sale through Online Forward Auction - Annexure-A.
- * General Rules And regulations Governing Conducts of Online Auctions on the "SERVICE PROVIDER" Platform - Annexure-B.
- * Definition of Key Terms - Annexure-C .

> General Terms & Conditions of Sale from Plants & Units of SAIL through Online Auction/Forward Auction(FA) : SAIL-FA1.

Above document are available in downloadable form in the website www.sailtenders.co.in, www.mjunction.in and www.metaljunction.com

Online Auction Schedule

Materials Offered for sale	As per List Of Items for Sale
Period of Inspection of material in site	UPTO 17.12.2014 (1700 HRS)
Last date of submitting Letter of Interest, Required Documents along with Earnest Money	UP TO 18.12.2014 (11:00 HRS)
Date and Time of Online Auction	18.12.2014 FROM 14:00 HRS
Internet site for the Online Auction	http://auction.metaljunction.com
Validity of Bids of Successful Bidder	06.01.2015
Last date of Payment for material value and Security deposit	5 working days excluding the date of issue of offer letter

* N.B. Para 2.0 of Special Terms & Conditions of Sale from Durgapur Steel Plant through Online Auction on approval for bidder participation shall be mandatory for all Online Auctions with effect from July 2006.

DGM I/C(MARKETING)
Durgapur Steel Plant

STEEL AUTHORITY OF INDIA LIMITED
DURGAPUR STEEL PLANT

Auction Notice No.:Mktg/FA/Genl/14-15/0021000424/ Dated:13/12/2014
List Of Materials for E-Auction on 18.12.2014 FROM 14:00 HRS

Auc Sl.	EMD (Rs)	Item No.	SR.No.	Item description	Approx. Qty (MT)	Mode of Delivery	Shipping unit	Lifting period from the date of sale offer(Days)
A	25000	1	11004813	BENZENE (NITRATION GR) COCC	10.000	FOT	Coke Oven Coal Chemicals	20
		2	11004812	BENZENE (NITRATION GR) COCC	10.000	FOT	Coke Oven Coal Chemicals	20
		3	11004811	BENZENE (NITRATION GR) COCC	10.000	FOT	Coke Oven Coal Chemicals	20
		4	11004810	BENZENE (NITRATION GR) COCC	10.000	FOT	Coke Oven Coal Chemicals	20
		5	11004809	BENZENE (NITRATION GR) COCC	10.000	FOT	Coke Oven Coal Chemicals	20
		6	11004808	BENZENE (NITRATION GR) COCC	10.000	FOT	Coke Oven Coal Chemicals	20
		7	11004790	BENZENE (NITRATION GR) CO&CC	10.000	FOT	Coke Oven Coal Chemicals	20
		8	11004791	BENZENE (NITRATION GR) CO&CC	10.000	FOT	Coke Oven Coal Chemicals	20
		9	11004792	BENZENE (NITRATION GR) CO&CC	10.000	FOT	Coke Oven Coal Chemicals	20

STEEL AUTHORITY OF INDIA LIMITED
DURGAPUR STEEL PLANT

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----- B	----- 50000	10	11004793	BENZENE (NITRATION GR) CO&CC	10.000	FOT	Coke Oven Coal Chemicals	20
		1	11004764	CRUDE COAL TAR CO&CC	50.000	FOT	Coke Oven Coal Chemicals	30
		2	11004820	CRUDE COAL TAR COCC	50.000	FOT	Coke Oven Coal Chemicals	30
		3	11004762	CRUDE COAL TAR CO&CC	50.000	FOT	Coke Oven Coal Chemicals	30
		4	11004760	CRUDE COAL TAR CO&CC	50.000	FOT	Coke Oven Coal Chemicals	30
		5	11004759	CRUDE COAL TAR CO&CC	50.000	FOT	Coke Oven Coal Chemicals	30
		6	11004821	CRUDE COAL TAR COCC	50.000	FOT	Coke Oven Coal Chemicals	30
		7	11004798	CRUDE COAL TAR COCC	50.000	FOT	Coke Oven Coal Chemicals	30
		8	11004799	CRUDE COAL TAR COCC	50.000	FOT	Coke Oven Coal Chemicals	30
		9	11004800	CRUDE COAL TAR COCC	50.000	FOT	Coke Oven Coal Chemicals	30
		10	11004801	CRUDE COAL TAR COCC	50.000	FOT	Coke Oven Coal Chemicals	30

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----- C	----- 100000	1	11004767	CRUDE COAL TAR CO&CC	100.000	FOT	Coke Oven Coal Chemicals	35
		2	11004768	CRUDE COAL TAR CO&CC	100.000	FOT	Coke Oven Coal Chemicals	35
		3	11004769	CRUDE COAL TAR CO&CC	100.000	FOT	Coke Oven Coal Chemicals	35
		4	11004770	CRUDE COAL TAR CO&CC	100.000	FOT	Coke Oven Coal Chemicals	35
		5	11004802	CRUDE COAL TAR COCC	100.000	FOT	Coke Oven Coal Chemicals	35
----- D	----- 150000	1	11004772	CRUDE COAL TAR CO&CC	500.000	FOT	Coke Oven Coal Chemicals	40
		2	11004773	CRUDE COAL TAR CO&CC	500.000	FOT	Coke Oven Coal Chemicals	40
----- E	----- 50000	1	11004783	CRUDE TAR PARTIALLY DISTILLED CO&CC	50.000	FOT	Coke Oven Coal Chemicals	35
		2	11004782	CRUDE TAR PARTIALLY DISTILLED CO&CC	50.000	FOT	Coke Oven Coal Chemicals	35
		3	11004781	CRUDE TAR PARTIALLY DISTILLED CO&CC	50.000	FOT	Coke Oven Coal Chemicals	35
		4	11004778	CRUDE TAR PARTIALLY DISTILLED CO&CC	50.000	FOT	Coke Oven Coal Chemicals	35

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F 100000

5	11004777	CRUDE TAR PARTIALLY DISTILLED CO&CC	50.000	FOT	Coke Oven Coal Chemicals	35
6	11004776	CRUDE TAR PARTIALLY DISTILLED CO&CC	50.000	FOT	Coke Oven Coal Chemicals	35
7	11004804	CRUDE TAR PARTIALLY DISTILLED COCC	50.000	FOT	Coke Oven Coal Chemicals	35
8	11004805	CRUDE TAR PARTIALLY DISTILLED COCC	50.000	FOT	Coke Oven Coal Chemicals	35
9	11004807	CRUDE TAR PARTIALLY DISTILLED COCC	50.000	FOT	Coke Oven Coal Chemicals	35
10	11004806	CRUDE TAR PARTIALLY DISTILLED COCC	50.000	FOT	Coke Oven Coal Chemicals	35
1	11004803	CRUDE TAR PARTIALLY DISTILLED COCC	100.000	FOT	Coke Oven Coal Chemicals	40
2	11004787	CRUDE TAR PARTIALLY DISTILLED CO&CC	100.000	FOT	Coke Oven Coal Chemicals	40
3	11004786	CRUDE TAR PARTIALLY DISTILLED CO&CC	100.000	FOT	Coke Oven Coal Chemicals	40
4	11004785	CRUDE TAR PARTIALLY DISTILLED CO&CC	100.000	FOT	Coke Oven Coal Chemicals	40
5	11004784	CRUDE TAR PARTIALLY DISTILLED CO&CC	100.000	FOT	Coke Oven Coal Chemicals	40

**STEEL AUTHORITY OF INDIA LIMITED
DURGAPUR STEEL PLANT**

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List Of Materials for E-Auction on 18.12.2014 FROM 14:00 HRS

----	-----	1	11004695	HEAVY CREOSOTE OIL COCC	16.000	FOT	Coke Oven Coal Chemicals	30
G	25000							
----	-----	1	11004696	LIGHT OIL COCC	6.000	FOT	Coke Oven Coal Chemicals	20
H	25000							
		2	11004814	LIGHT OIL COCC	6.000	FOT	Coke Oven Coal Chemicals	20
----	-----	1	11004559	NAPHTHALENE FLAKE CO&CC	16.000	FOT	Coke Oven Coal Chemicals	20
I	25000							

FOT: Free on Truck 1. All the materials will be sold on #no complaint# basis 2. Offered Quantities are based on stock and may include future arisings. 3. For NG Benzene, I G Toluene the buyer must have valid explosive licence. Copy of the valid explosive licence must be submitted along with LOI at the time of submission of EMD

IMPORTANT: Buyers having intention to submit/utilise 'C' Form towards the purchase of the items offered in this Auction Catalogue shall be required to submit a declaration regarding their intention to submit/utilise 'C' Form in advance at Marketing Department, DSP, before issuance of Sale Offers. Also, such buyers shall have to be registered dealers and for that they shall submit a copy of Certificate of Registration alongwith the above-mentioned declaration at Marketing Dept., DSP.

For buyers not declaring in advance to submit/utilise 'C' Form, full CST rate shall be charged. If any such buyer submits CST Declaration later, the same shall not be entertained.

For buyers interested in utilising 'C' Form, Sale Offers shall be issued with concessional CST rate alongwith a Security Deposit of 3.5% of material value(including E.D.) called 'SD towards CST' (apart for the existing Security Deposit of 2.5% in case of Auction & 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 Dept.) 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'

Compliance to safety norms:-

"Authorised representative(s) of the buyers involved in lifting of material will be allowed inside the plant only with Personal Protection Equipments(PPE) i.e. Safety Shoes, Safety Helmets and Hand Gloves. Durgapur Steel Plant will not be responsible for any delays arising out of non-compliance to the safety norms."

STEEL AUTHORITY OF INDIA LIMITED
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List Of Materials for E-Auction on 18.12.2014 FROM 14:00 HRS

* Single EMD is payable by bidders for participation for all lots against a particular Auction Serial

Payment:

1. Successful bidders shall have to deposit payment at DSP, Durgapur for the material as per offer by DD/PO/Bankers Cheque in favour of SAIL A/C Durgapur Steel Plant payable at Durgapur. For bidders wanting to make the payment at Kolkata Branch Office, Kolkata the financial instruments shall be payable at Kolkata. Bidders can also make payment through RTGS/NEFT/Fund Transfer Mode directly in our A/C at State Bank of India, Durgapur Main Branch (A/C no. 10894391546 & IFSC Code no. SBIN0000074).
2. Successful bidders are requested to transfer full amount value of sale offer/s after adjusting EMD amount (if any, already deposited with DSP) through RTGS or NEFT or Fund Transfer (in case bidder account is with SBI). No other means of transferring money will be acceptable.
3. Bidders are requested that RTGS/NEFT/Fund Transfer has to be made only from their bank account maintained in the same name and style (as mentioned in the sale offer) / bidder A/C registered with SAIL, Durgapur Steel Plant. Payment from any other account will not be accepted and DSP will not be liable / responsible for return/refund of such unsolicited payments and the Payer / Remitter shall be responsible for any loss incurred by bidder on such transaction.
4. Under no circumstances, Bidder should deposit cheque/DD in DSP account directly. If payment is done through DD/PO, the same may be deposited in DSP designated office only.
5. Bank charges if any, are to be borne by bidder.
6. Bidder has to send e-mail / letter to DSP confirming the UTR No. / Transaction code mentioning the amount transferred and related sale offer/s for further action at DSP.

DGM I/C(MARKETING)
Durgapur Steel Plant

ANNEXURE-A
LETTER OF INTEREST (For Auction Linked EMD)

To
The DGM I/C(MARKETING),
Durgapur Steel Plant,
Durgapur -713 203.

Through: M/s mjunction Services Ltd

Dear Sir/ Madam,

1. I/We, _____, are interested in participating in the online forward auction notified vide your notice no. _____ dated _____.

2. I/We are hereby submitting EMD of Rs. _____ vide
(a) DD / Banker's Cheque/Pay Order No. _____ dated _____ drawn on _____ (bank) in favour of M/s Mjunction Services Ltd payable at _____ (Unit / Branch).

(b) NEFT/RTGS/Fund Transfer vide UTR/Ref no. _____ dt. _____

(c) We would like to allocate Rs _____ in the form of EMD to participate in Auction no. _____ dt. _____ from the EMD Ledger maintained at Mjunction Services Ltd.

(Fill in the table below, if applicable)

Auction	EMD(Rs)	DD/PO/BC/UTR/REF No	Valid upto	Date	Drawn On(Bank)	Remarks

3. I/We agree to abide by all the instructions 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 / Service Provider's website, and your Special Terms & Conditions of Sale from Durgapur Steel Plant through Online Auction.

4. I/We agree to offer our best bid in the auction process, exclusive of Excise duty, Sales Tax, Freight, TCS, and other statutory levies if any, as applicable, and hold the same valid till 12.07.2014 for acceptance of the bid .All duties, Taxes, and statutory levies, as applicable, at the time of delivery shall be paid by me/us as extra.

5. 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.

6. I/We agree that we have been provided training by Service Provider in order to participate in Online Forward Auctions.

7. I/We request Service Provider to allot User-ID and password to me / us and activate the same to participate in the above mentioned online forward auction.

8. I/We agree that I / We shall change the password on receipt by me / us and keep it confidential. I / We agree that Service Provider 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 / us.

9. 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 service providers are beyond the control of the Service Provider.

10. 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 my / our earnest money deposit and security deposit (if applicable).

11. 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 number :
- m. Other documents (if any) :
- n. Postal / Delivery Address :

Place :

Date :

Yours faithfully,
Name and signature of authorised person
with Company's seal.
For M/S

ANNEXURE-B
LETTER OF INTEREST (For Permanent EMD)

To
The DGM I/C(MARKETING),
Durgapur Steel Plant,
Durgapur -713 203.

Through: M/s mjunction Services Ltd

Dear Sir/ Madam,

1. I/We, _____, are interested in participating in the online forward auction notified by you from time to time for sale of different secondary products vide your notice no. _____ dated _____.

2. I/We are hereby submitting Permanent EMD of Rs. _____ vide
(a) DD / Banker's Cheque/Pay Order No. _____ dated _____ drawn on _____ (bank) in favour of M/s Mjunction Services Ltd payable at _____ (Unit / Branch).

(b) NEFT/RTGS/Fund Transfer vide UTR/Ref no. _____ dt. _____

OR

We have provided a Permanent EMD of Rs. _____ vide DD / Banker's Cheque / Pay Order/UTR/Ref No. _____ dated _____ drawn on _____ (bank) in favour of M/s Mjunction Services Ltd, payable at _____ (Unit / Branch) for participation of Online Forward Auction and also for participation in all the future Forward Auctions as permanent bidder.

3. I/We agree to abide by all the instructions contained in the online forward auction notice, "SAIL-FA1: General Terms & Conditions of Sale from Plants / Units of SAIL for sale through Online Auction / Forward Auction (FA)" and your Special Terms & Conditions of Sale from Durgapur Steel Plant through Online Auction available on SAIL / Service Provider's website.

4. I/We agree to offer our best bid in the auction process, exclusive of Excise duty, Sales Tax, Freight, TCS, and other statutory levies if any, as applicable, and hold the same valid till 12.07.2014 for acceptance of the bid. All duties, Taxes, and statutory levies, as applicable, at the time of delivery shall be paid by me/us as extra.

5. 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.

6. I/We agree that we have been provided training by Service Provider in order to participate in Online Forward Auctions.
7. I/We request Service Provider to allot User-ID and password to me / us and activate the same to participate in the above mentioned online forward auction.
8. I/We agree that I / We shall change the password on receipt by me / us and keep it confidential. I / We agree that Service Provider 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 / us.
9. 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 service providers are beyond the control of the Service Provider.
10. 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 my / our earnest money deposit and security deposit (if applicable).
11. 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 number :
 - m. Other documents (if any) :
 - n. Postal / Delivery Address :

Place :

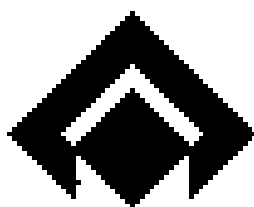
Date :

Yours faithfully,
Name and signature of authorised person
with Company's seal.
For M/S



No. GM(Mktg)/Auction Terms/STCDSP-1/Issue-6 Dt. 28/03/2013

AUCTION TERMS FOR ONLINE AUCTION



**MARKETING DEPARTMENT
DURGAPUR STEEL PLANT
STEEL AUTHORITY OF INDIA LIMITED**



Special Terms & Conditions of Sale from Durgapur Steel Plant through Online Auction

1.0 Definition

DSP shall mean 'Durgapur Steel Plant' which is a plant under SAIL.

2.0 Approval for Participation

Individual firms/Business organizations intending to participate in Online Auctions conducted by SAIL, DSP during a financial year, have to seek prior approval from DSP. For consideration of the same, certified/Xerox copies of the following documents have to be made available to Marketing Department, DSP. This approval enables the individuals/business entities to participate in all the online auctions conducted during the financial year.

Sl	Aspect	Category	Supporting Document(s)
1.	Bona fide	Proprietorship firm	Certificate of Enlistment/Affidavit of self/ Trade License
		Company	Memorandum and Article of association with certificate of incorporation by Registrar of Companies
		Partnership	Partnership deed
2.	Income Tax Clearance	Proprietorship firm	PAN Card Proprietor / Firm
		Company	PAN Card. of the Company
		Partnership Firm	PAN Card of the Firm
		<i>(In all cases Status under IT and Jurisdictional CIT must be mentioned)</i>	
3.	Excise Registration		Form RC (under rule 9 of Central Excise) duly certified by Asst Commissioner, Central Excise
4.	Tax Registration (VAT/CST)		Memo issued by Commissioner, Commercial Taxes/ Certificate with Tin No. From Commercial Tax Office Form3- Certificate of Registration Form B for CST
5.	TCS exemption	Consumer	Form 27 C
		Others	Form 27G from Officer, DCIT Circle No. to DCFM(Sales)
6.	Authorization	Administrative / Liaison functions	Letter of Attestation [§]
		Material Lifting	Letter of Attestation

[§] For a company/Partnership firm, Letter of Attestation must bear the name of the Director/Partner along with the signature authorized to correspond with DSP (Marketing Department).

2.1 Individual firms/Business organizations who have already submitted original/certified true copies of the required documents (cl 2.0 above) to Metaljunction Services Ltd. shall not be required to furnish the same again to Plant Mktg. DSP, provided the documents are to the satisfaction of the DSP, Plant Mktg. authorities. Such Individual firms/Business



organizations shall need to get the confirmation regarding their registration from Mktg. Dept. DSP within 26th June, 2006 positively. Responsibility of ensuring registration with DSP thus remains with the Individual firms/Business organizations

3.0 Auction Documents

3.1 "Special Terms & Conditions of Sale from Durgapur Steel Plant through Online Auction i.e. **Annexure-A** of Auction Terms for Online Auctions" shall also be included as a valid auction document in addition to other documents referred at para 1.13 and para 5 of the General Terms & Conditions of Sale from Plants/Units of SAIL for sale through Online /Forward Auction (FA) -SAIL-FA1.

4.0 Inspection

4.1 Prospective Bidders are advised to get acquainted with the materials, site conditions and labour situations prevailing at the site(s) before submission of Letter of Interest.

5.0 Financial Instruments

- a. **Earnest Money Deposit (EMD)** shall be deposited in the form of Demand draft (D.D.)/ Pay order (P.O.)/ Banker's Cheque (B.C.) drawn on any nationalized/scheduled bank (except Grameen and Co-operative banks), in favour of **MJUNCTION SERVICES LIMITED** at any branch of HDFC Bank with CMS facility. A list of such branches has been uploaded at <https://auction.metaljunction.in>. 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:	HDFC00000014
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 mjunction services ltd at the address mentioned at <https://auction.metaljunction.in> for details.

N.B. 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.

- b. All other payments like **Security deposit, Material value** etc., should be made by way of Demand Draft/Pay Order/Banker's Cheque obtained from any nationalized/scheduled bank (except Grameen and Co-operative banks) drawn in favour of **SAIL A/C Durgapur Steel Plant** payable at Durgapur.

Customers can also make payment at DSP Kolkata Branch Office, Kolkata. In such case, the above-mentioned financial instruments should be payable at Kolkata.



Bidders can also make payment through RTGS/NEFT/Fund Transfer mode directly in our a/c. at State Bank of India, Durgapur Main Branch (a/c. no 10894391546 & IFSC code no. SBIN 0000074).

Successful Bidders may transfer full amount value of sale offer/s after adjusting EMD amount (if any, already deposited with DSP) through RTGS or NEFT or Fund Transfer (in case bidder account is with SBI). No other means of transferring money will be acceptable.

RTGS/NEFT/Fund Transfer has to be made only from the Bidder's bank account maintained in the same name and style (as mentioned in the sale offer)/ bidder account registered with SAIL, Durgapur Steel Plant. Payment from any other account will not be accepted and DSP will not be liable / responsible for return / refund of such unsolicited payments and the payer / Remitter shall be responsible for any loss incurred by bidder on such transaction.

Under no circumstances, Bidder should deposit cheque / DD in DSP account directly. If payment is done through DD/ PO, the same be deposited in DSP designated office only.

Bank charges if any, are to be borne by bidder.

Bidder has to send e-mail / letter to DSP confirming the UTR No. / Transaction code mentioning the amount transferred and related sale offer/ s for further action at DSP.

- c. All financial instruments relating to EMD must be valid for a period of at least 30 days from the date of the online auction
- d. Financial Instruments such as Cheques, Letter of Credit (L.C.) and Bank Guarantee (BG) shall not be accepted in any case. However cheques may be accepted from customers who enjoy cheque facility.

6.0 EMD

- 6.1 Separate financial instrument(s) towards EMD **maximum Rs.1,50,000** shall have to be deposited for participating in separate auction serials as indicated in the "List of Materials for online auction" given in the Auction Notice.

Bidders also have the option of depositing one time permanent EMD amount of Rs.1.5 lakh.

- 6.2 On acceptance of highest bids of a bidder by DSP for more than one item within the same auction serial, the EMD shall be adjusted towards Material Value in the last Sale Order only.

7.0 Security Deposit and Material Value:

- 7.1 In case the bids are accepted by DSP, full material value inclusive of taxes, TCS, duties and freight as applicable alongwith a Security Deposit @ 2.5 % of the material value has to be deposited at Marketing Department as per the schedule given in the offer letter.
- 7.2 Any amount outstanding in previous Sale Order(s) of the bidder in the form of Transfer Memo(s) are accepted as valid financial instruments towards material value.



- 7.3 On failure of the buyer in depositing full material value within the period specified in the Offer letters (**5 working days excluding the date of issue of Offer letters**), the EMD shall stand forfeited to SAIL/ Durgapur Steel Plant without any further reference. In addition, the defaulting H-1 bidder would be **debarred from the participation in next 2 consecutive e-auctions** of the category in which the item falls from the date of default without any prior notice to the bidder.

(Note:- 'Category' for the above purpose shall be as under:

Category 1 – All products of Coal Chemicals category

Category 2 – Ferrous (Iron/Steel items) & Misc. items like Waste Gas Cleaning Dust, Graphite Flakes, Liquid Oxygen, etc.

Category 3 – Idle Assets, Misc. Scrap, & Obsolete spares etc.)

- 7.4 ***In case normal activities are hampered due to unavoidable circumstances at DSP on the last date of making payment then payment will be accepted automatically on the next working day.***

8.0 Material Delivery

- 8.1 Material will be despatched on "No Complaint" basis in AIWIB/ FOT/ FOR mode as mentioned in the List of Materials of the Auction Notice.
- 8.2 For rail dispatches in FOR mode, DSP will make necessary arrangement to deliver the auctioned quantity as early as possible within the validity period.
- 8.3 In the event of any suspicion about wrong material being carried away by the buyer or his representative, they will be asked to offload the same for investigation and the buyer will not be entitled in such cases to any compensation or to any expenditure incurred by the bidder for and/or during unloading and reloading
- 8.4 The buyer shall not make unauthorized use of any facility/asset of the Company for any purpose including dumping of any material purchased against this order and/ or other sale order from the company and/ or other sources and in case of any violation of this clause, the company shall reserve the right to suspend supplies against this sale order and/ or other sale orders and/ or cancel the sale order altogether without prejudice to other rights.
- 8.5 Extension ***at the absolute discretion of SAIL, DSP*** may be granted initially for a period of 7 days or part thereof from the date of expiry of Release Order on payment of Ground rent @ 5% of the basic value of left over materials and a further period of 7 days or part thereof on payment of ground rent @ 10% of the basic value of left over materials. No extension shall be allowed beyond 14 days after which the left over materials shall be treated as "Abandoned goods" at the risk and cost of the customer as per Clause 25 of SAIL-FA1.
- 8.6 On treatment of materials as "Abandoned Goods", in addition to the forfeiture of the left over quantities and the corresponding material value as per clause 25 of SAIL FA-1, the Security Deposit shall also stand forfeited in full.

9.0 Safety Rules

Truck movement for lifting of material will be restricted from 8:15 am to 8:45 am, 1:45pm to 2:15pm and 4:45 to 5:15 pm due to respective shift change. The speed limit of trucks lifting the material shall not in any case be more than 10 kmph while plying inside the Plant perimeter of DSP.



10.0 Refund of Outstanding Material Value and Security Deposit

Refund for the outstanding material value and security deposit shall be processed on receipt of application from the customer for refund of the same after execution of the Sale Order to the satisfaction of DSP, For this purpose, the customer shall have to provide bank details at Annexure-1 of the Auction Notice.

11.0 General

- 11.1 Any bidder (which includes inter alia its proprietor/ partner/ Director/ Chairman/ Secretary and/ or in any other name their designated and/ or their sister concern) who is under suspension from having any business dealing with SAIL/ DSP or has been black listed and/ or business dealings with SAIL/ DSP has been banned for any misconduct and/ or has been prosecuted before the Court of Law in any criminal case whether initiated by Central Bureau of Investigation and/ or any other investigating authority will not be eligible for consideration for awarding of the contract for sale of material and the bid(s) submitted by such bidder will be liable to be cancelled. In case it is detected after awarding of contract, the Sale Order will be liable to be cancelled.
- 11.2 Save expressly stated elsewhere in these special terms and conditions of sale of the contract, all action to be taken and all notices to be given by SAIL/DSP under contract shall be deemed to be and to have always been valid by taken or given if such actions are taken or such notices are given by GM (BP & Mktg), Durgapur Steel Plant or any other officer on his behalf.
- 11.3 Any conflict between the General Terms and Conditions (SAIL-FA1) and the Special Terms and Conditions of sale from Durgapur Steel Plant through Online Auction, the Special Terms & Conditions will be overriding and finally will be binding on the customer.

GM (Marketing)
Durgapur Steel Plant



**GENERAL RULES AND REGULATION GOVERNING CONDUCT OF ONLINE
Forward Auctions**

INTRODUCTION :

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

“The General Rules and Regulations governing conduct of Online Forward Auctions” provided herein govern the conduct of online forward auctions arranged by the Service provider on its Auction Platform. These rules cover the **roles and responsibilities** of the parties in the online Forward Auctions on the Auction Platform. Acceptance in-toto to “SAIL-FA1 (General Terms & Conditions of Sale from Plants/Units of SAIL for sale through Online Auction/Forward Auction(FA)” ; “General Rules and Regulations governing conduct of Online Forward Auction” and Special Terms and Conditions for Sale of Materials of the respective Plant/Unit, is a pre-requisite for securing participation in the online auction.

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

ROLE OF “SERVICE PROVIDER”

I. Service Provider’ is the agency (operator) primarily providing the service of the Forward auction to the client.

II Collection of EMD for SAIL Plant/Unit other than CMO

One –time EMD

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

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

Permanent EMD

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

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

III Defining of bidding rules for each auction in consultation with the client.

IV Educating bidders about the auction mechanism and bidding rules.

V Input of the Auction items and defining the bidding rules in the auction engine.

VI Providing access to the approved bidders to participate in the Auction.

VII 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:

The bidder would participate in the auction with the aim of bidding to secure the auctioned item in the auction

The bidder would be provided access to the Auction through a User Id protected by a password. The bidder needs to ensure that the User Id and password is not revealed to unauthorized persons. Bidders are also requested to change the password allocated to them by the Service Provider to keep their confidentiality. However it would be bidder’s sole responsibility to ensure the security and privacy of the same and he/they would not hold the Client / Service Provider responsible in any manner whatsoever for any misuse of these User Ids and/or password. Access to the auction mechanism shall be provided to all the approved bidders subsequent to obtaining their written consent to the SAIL-FA1(General Terms & Conditions of Sale from Plants/Units of SAIL for sale through Online Auction/Forward Auction(FA)),General Rules & Regulations governing conduct of Online Forward Auctions, Letter of Interest and Special Terms & Conditions of Sale if any. Payment of Earnest Money Deposit (EMD) as decided by the client minimum 1 working day before the start of the Forward auction will be one of the necessary conditions for participating in the auction.

Bidders hereby confirm that they shall commit to lift the item (being bid for) at the price entered by them in the auction engine AND at the terms and conditions specified herein by the Client. All Prices entered shall be legally binding on the bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honour the bids placed during online bid shall render the bidders liable for penal action as deemed fit by Client / Service Provider.

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

The bidder shall bid on the terms specified by the client & place his/their bids in the auction engine in the manner specified by “Service Provider”. The bidders shall not stipulate any conditions on his/their own unless the terms of the Client (in the Client’s Terms & Conditions) explicitly permit such conditions being stipulated by the Bidder. Bids entered with conditions attached shall be considered conditional bids & Service Provider retains the right of rejecting these bids even without intimating the client.

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



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

CONDUCT OF THE AUCTION:

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

The Auction shall be conducted on pre-specified date. The Key Terms pertaining to the conduct of Auction such as Start Time, "Duration", "End Time" And "Auto Extension Facility" shall be specified separately for each Auction.

Service provider reserves the right to cancel or reschedule the auction with the approval of the Competent Authority of the respective Plant/Unit on any of the following reasons :

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

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

- a) on the advice of the Client or
- b) In case of situations where it is felt that continuance of the auction proceedings is prejudicial to the smooth conduct and / or the integrity of the auction process.

Or

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

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

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



In case of failure of net connection, bidder will give his/their best price to the Service Provider. Service Provider will bid on behalf of the bidder with the minimum increment until the bid price reaches the best price offered by the bidder, by proxy bidding mechanism. The best price communicated by the bidder will have to be authenticated by written confirmation or fax to the Service Provider and will be kept confidential between the Service Provider and the bidder. However the bids received through online auction platform shall only be acceptable. Bidder will be bound by the price offered.

LIABILITY OF “SERVICE PROVIDER”

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

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

While reasonable care and diligence will be taken by Service Provider in discharge of its responsibilities such as design of the online bid, communication of bid details and rules, guidance to client/ bidders in accessing the Auction Engine and placing bids, etc. the bidders shall specifically indemnify the Service Provider from all liabilities for any shortcomings on these aspects. It is clearly understood that these activities are undertaken by Service Provider to assist the bidders in participation but the ultimate responsibility on all these counts lies totally with the bidders.

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:

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

JURISDICTION

Any disputes relating to the online auction module shall be subject to the sole jurisdiction of Court of Law having jurisdictions over the Plant from where the material is being made available/ sold.

Signed in acceptance of the above terms and conditions

Date:-	
Place:-	
Name:-	
Designation of signatory	
Contact No at the time of Auction:-	



DEFINITION OF KEY TERMS

Auction.

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

Online Auctions.

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

Award at the Auction.

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

Client.

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

Bidder.

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

Auction Engine.

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

Auction Report.

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

SAIL FA1

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

1 Definitions

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

- 1.1 “SAIL” shall mean “M/S Steel Authority of India Ltd.,” incorporated under the Companies Act, 1956 and having their registered office at Ispat Bhawan, Lodhi Road, New Delhi – 110003, India and their plant / unit, which term or expression unless excluded by or repugnant to the context shall include their successors and permitted assigns.
Online forward auction is conducted for M/S Steel Authority of India Ltd. (hereinafter referred as the "Client") on Service Provider platform (hereinafter referred as the "Service Provider").
- 1.2 LOI – Letter of intent
- 1.3 DO – Delivery order
- 1.4 EMD – Earnest Money Deposit
- 1.5 SD – Security Deposit
- 1.6 FA – Forward Auction
- 1.7 FOT – Free on Truck / Trailer
- 1.8 FOR – Free on Rail
- 1.9 DD – Demand Draft
- 1.10 PO – Pay Order
- 1.11 BC – Banker’s Cheque
- 1.12 AIWIB – As is where is basis
- 1.13 “The Contract” shall mean and include the SAIL FA1 : General Terms & Conditions of sale from Plants & Units of SAIL for sale through online auction / Forward Auction (FA), Auction notice, General Rules & Regulations governing conduct of Online Forward Auction, Definition of key terms, Letter of interest cum undertaking, Acceptance of offer / Sale order / Offer letter, Delivery order / Release order along with subsequent amendments if any and other documents issued by SAIL pertaining to the referred auction through internet.

1.14 Online Auctions

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

1.15 Bidder

Bidder is the individual / business entity participating in the auction, intending to buy the item(s) from the Client. To become a bidder in the auction, a business entity has to secure client's approval for participation.

- 2 The responsibility for fulfillment of the contract rests between the bidders and the client and the responsibility of the Service Provider shall be restricted to the extent of the services provided by them.

3 Inspection of Material (for material available on ground)

- 3.1 The bidders are advised to inspect the materials before offering their bid prices. Interested parties will be permitted to inspect the materials as per dates / duration mentioned in the notice for online auction through Internet. Necessary entry pass / permission in case of CMO can be obtained from concerned Authority at Plant / Unit.

- 3.2 The bidders shall be deemed to have inspected the materials they are bidding for, whether they have inspected the materials or not and that the principle of 'Caveat Emptor' shall apply. The materials offered for sale are on "AS IS WHERE IS" (AIWIB) and "NO COMPLAINT" basis. The material will be lifted from the site of storage with all faults and errors in description or otherwise, if any. Quantity, quality, size measurement, marks and number stated in the tender documents are approximate and no warranty or guarantee shall be implied.

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

4 For Material likely to be generated in future

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

- 4.2 If the material under sale is from arising only in the process of production, it may be provided either from the stock or future arising subject to availability.
- 5 Customers intending to participate in online forward auctions need to duly sign and stamp each page of "SAIL FA1: General Terms & Conditions of Sale from Plants & Units of SAIL for sale through Online Auction / Forward Auction (FA), General Rules & Regulations governing conduct of Online Forward Auction, Definition of key terms, Letter of interest cum undertaking" and submit them to the Service Provider along with necessary EMD as stated in auction notice. Then the Service Provider will issue a user ID and a password to the customer. In case of CMO necessary EMD as well as all the documents stated above shall be submitted to CMO branch sales office and CMO shall confirm receipt of these to the service provider so that user ID and password is issued to the prospective bidder. These documents shall be kept valid till the end of the financial year. Bidders are also requested to change the passwords allocated to them by the Service Provider to keep their confidentiality. However it would be bidder's sole responsibility to ensure the security and privacy of the same and he / they would not hold the Client / Service Provider responsible in any manner whatsoever for any misuse of these User IDs and / or password. Before actual participation, the customers may obtain necessary help from the Service Provider so as to enable them to participate in the online forward auction process, without any difficulty.
- 6 Earnest Money Deposit (EMD)**
- 6.1 The customers shall be required to deposit a non interest bearing EMD for the amount prescribed in notice for auction through internet in the form of Demand Draft / Pay Order / Banker's Cheque / Cheque from the customer who enjoys cheque facility as the case may be on a nationalized / scheduled bank drawn in favor of "SAIL, concerned Plant / Unit" payable at concerned Plant / Unit branch as mentioned in the auction notice for auction through internet to participate in the online auction through internet process to the Service Provider.
- 6.2 Cheques will not be accepted towards earnest money deposit except from the customers who have cheque facility.
- 6.3 It will not be possible to adjust earnest money from any other sum of money due from the plant / unit, on account of pending bill, security deposit or earnest money paid towards another auction / tender.
- 6.4 Permanent customers will be those who would like to keep the EMD amount as decided by Plant / Unit to enable them to participate in all the FAs without returning the EMD. Such customers will be given permanent User ID by the Service Provider.
Temporary customers will be defined as those who submit the EMD amount as decided by Plant / Unit in each FA for participation.

- 6.5 Public Sector Undertakings / Govt. Departments may be exempted from submission of earnest money as per prevailing SAIL / Govt. policy.
- 6.6 In the case of unsuccessful bidders, the earnest money will be returned within seven working days of conduct of auction. No interest shall accrue on the amount of Earnest Money Deposit.
- 7 Bidders hereby confirm that they will participate in the online auction as informed by Service Provider and shall commit to lift the product (being bid for) at the price entered by them in the Auction engine AND at the terms and conditions specified herein by the Client. All prices entered shall be legally binding on the bidders.
- 8 Award at the Auction**
- In a single winner format, only one bidder (normally the bidder who quotes the highest price) is awarded the item being auctioned. The bidder quoting the highest price is normally allotted the item subject to approval of price.
- 9 Validity of bids**
- The bid quoted should remain valid for acceptance by SAIL within the specified number of days from the date of conduct of auction as stipulated in the notice for auction through internet.
- 10 Unsolicited offers**
- Bidders must be very careful to submit bids. After submitting bids, they shall not withdraw their bids or modify any terms and conditions thereof, without being asked to do so. Should the bidders fail to observe the foregoing stipulation, their earnest money deposit shall be forfeited.
- 11 The respective Plant / Unit reserves the right to accept or reject any or all the bids and this decision shall be final.
- 12 Each bidder shall, before participating in auction through internet, submit his declaration as to whether the proprietor or any partner of the firm or Director of their Company, as the case may be, has any relation with any employee working in SAIL; and if so, give the name of the employee and the relationship. Information shall also be provided whether any of them has a relationship within the meaning of Section – 6 of the Companies Act 1956 with any of the Directors of SAIL ; if so, give details.
- 13 Any bidder giving false information / particulars may be debarred from any future dealings with SAIL as per prevailing procedures of Plants/Units and also as stipulated in special terms & conditions of sale if any.

- 14** The bidder shall not be liable to claim any costs, charges, expenses of and incidental to or occurred by him through or in connection with his submission of bids.
- 15** Joint participation in bidding by two or more firms shall not be accepted.
- 16** SAIL reserves the right to defer or prepone date for conduct of auction through internet mentioned in the notice for auction through internet at its sole discretion. Conditional bids will not be considered.
- 17** Unless specified otherwise all the payments whether against EMD and Security Deposit and value of materials as advance, shall be subject to the following :-
Payment should be made by way of Demand Draft / Pay Order / Banker's Cheque / Cheque from the customer who enjoys cheque facility on a nationalized / scheduled bank drawn in favor of "SAIL concerned Plant / Unit" and payable at concerned Plant / Unit branch as specified in the notice for auction through internet.
In the process of encashment of such DDs / POs / BCs / Cheques, if any bank collection charge is paid / involved, the same shall be debited to the customer / Successful bidder.
No interest shall be payable against any deposit whatsoever whether the same is as EMD or Security Deposit or Advance value of materials, regardless of whether the contract is wholly or partially executed or remain unexecuted.

18 Acceptance of Offer / Sale Order / Offer Letter

When a bid is accepted by SAIL, the successful bidder shall be notified by an "Acceptance of offer / Sale Order / Offer Letter " which will be dispatched by post / courier / fax / email or handed over to the authorized representative of customer. This will indicate relevant details viz. description of goods, quantity, accepted rates, sale value, sales tax, other taxes & duties applicable on date, total amount of Security Deposit (if applicable) to be submitted, the time within which the Security Deposit is to be deposited, and last date of making payment / completing commercial formalities.

19 Security Deposit and Payment towards material value

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

- 19.2 No interest shall accrue on SD.
- 19.3 SAIL will be entitled to recover from the security deposit all the money due to SAIL concerning the sale and other statutory liabilities of customer.
- 19.4 The refund of Security deposit is subject to the satisfactory execution of the auction. The security deposit will be refunded within 15 days of completion of lifting and claimed by the party.
- 19.5 Taxes and Duties
- 19.5.1 All taxes and duties whether local, state, central or any other shall be payable by the customer in addition to the sale value as applicable for each item at the prevailing rates as on the date of delivery. For all purposes, the date of invoice shall be deemed to be date of delivery. In case the customer wish to avail of concessional rate of Sales Tax as may be applicable as per statute, then the customer shall have to produce declaration in statutory forms as per rules to avail concessional rate of Sales Tax. Otherwise sales tax at full rate will be charged.
- 19.5.2 In the event of dispute in regard to Excise Duty and Central Excise authorities levying additional charges for any reasons whatsoever, such duty / charge shall be payable by the customer.
- 19.5.3 The penalty imposed by the Excise authorities for non-observance of Excise procedure by the customer shall be borne by the customer.

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

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

20 Release Order / Delivery Order

- 20.1 On receipt of full payment from the customer, SAIL will issue a "Release Order / Delivery Order" indicating the last dates within which the goods have to be removed, to enable the customer to take delivery of the goods.

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

21 Delivery

- 21.1 The delivery of the materials will be effected 'In situ' by the Management. The goods sold will have to be removed by the customer from the site within the date specified in the release order / delivery order.
- 21.2 Delivery of materials will be made during working hours on all working days on presentation of the release order / delivery order by the customer to the concerned officer in-charge, who may suspend the release order / delivery order for a particular period of time for want of any clarification or other technical / operational reasons.
- 21.3 The customer will make their own arrangement for collection / removal and transportation of items / lots purchased and will not be entitled to claim any facilities or assistance for the transport / removal of the goods / lots from the plant / unit premise. SAIL may subject to the availability, extend at its discretion certain facilities such as cranes etc. on chargeable basis for handling the lot. The fact that such application has been made to SAIL or any delay on the part of the management to grant such facilities does not entitle the customer for any extension of the delivery date.
- 21.4 No picking, sorting, cutting, cleaning or breaking up of goods or materials sold will be permitted except in certain special circumstances where prior permissions have been accorded by the management in writing. Such permission will only be accorded on the quantity for which payment has been made.
- 21.5 Where the material will be sold on 'FOT' basis, the material will be loaded by the company into trucks to be brought by the customer.
- 21.6 Delivery through proxy will be at the sole risk and responsibility of the customer and no claim shall lie against SAIL on this account, whatsoever, if delivery is effected to wrong persons.
- 21.7 Where goods are sold by weight, delivery will be given on actual

weighment. The weight of the empty and full truck / trailer / wagon will be taken on the weighbridge installed in the SAIL Plant / Unit (or in any of the public weighbridges at the discretion of concerned Plant / Unit) and the net weight so recorded shall be acceptable and binding on the customer. Complaints regarding the difference in scale weight will not be entertained.

- 21.8 The customer shall arrange wherever necessary for bailing the loose goods into compact units for facilitating weighment and transportation. The customer shall not lift or remove any material, which is not conforming to the release order / delivery order. The customer shall remove the goods / lots only from the area earmarked / specified in the release order / delivery order and SAIL's decision shall be final and binding on the customer in this regard.
- 21.9 Customer should get acquainted with system and procedure of loading, weighment and dispatch of materials. They should also get conversant with approved route to be followed by trucks / trailers inside the plant.
- 21.10 All loading by customer must only be done in presence of authorized representative of Plant / Unit & CISF/competent agency.
- 21.11 Extension of delivery date :
In case, the customer fails to effect complete removal of goods from SAIL premises within the period mentioned in the release order / delivery order, SAIL may, on consideration of the merit of the case allow suitable extension of delivery period as per special terms & conditions of the concerned Plant / Unit.
If any goods for which release order / delivery order is issued could not be delivered to the customer within the stipulated time, either in full or in part due to reasons attributable to SAIL, SAIL may extend the date fixed for removal of the goods for a period as deemed fit by concerned Plant / Unit.

22 Shortage of goods :

- 22.1 Where goods are sold in lots and not in number or units, any reference to the quantity, quality, size, measurement number and weight in the notice or other documents shall not be a point of dispute and the customer shall have no claim against, SAIL for refund of whole or any part of the customer's money or for loss of profit, interest, damage or otherwise.
- 22.2 Where materials are sold by weight or number and the customer is denied delivery of the whole or a portion of the goods sold, he shall be entitled to make a claim for the proportionate refund to the sale value of the undelivered quantity. He shall not be entitled to claim any damages, loss, profit, interest or compensation on any account due to such short delivery.

23 Re-sale

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

24 Withdrawal of goods from sale

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

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

25 Abandoned goods

The customer must effect complete removal of the goods from the site within the date specified in the release order / delivery order issued by SAIL. In case goods are not removed in full within the specified date, release order / delivery order for the left over quantity will be treated as cancelled. The goods so left over will be treated as abandoned goods at the risk and cost of the customer. SAIL will have full right on such abandoned goods and will be entitled to release or dispose off the same in any manner it deems fit without any reference to the customer. The customer will have no claim on goods treated as abandoned goods. In addition to forfeiting such abandoned goods, the value of the left over material will also be forfeited. Penal action shall be taken as per special terms & conditions. The customer shall further be held liable for all commission and other charges and losses suffered by SAIL, which may be recovered from the Security deposit or any other sum due to the customer.

26 Quantity Tolerance

In the event, goods are found in excess of the quantity specified in the release order / delivery order, SAIL may at its discretion offer the surplus quantity to the customer on the same rate, terms and conditions. The customer will be allowed to deposit the cost only after an amendment to that effect has been issued by SAIL. SAIL also has the right either to adjust the additional sale value from the Security Deposit or demand the customer to remit the additional amount due and obtain a valid receipt before removing the excess quantity.

27 Recovery of due

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

28 Payment of Interest

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

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

30 Damage to plant / unit properties

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

31 Entry passes to plant / unit

Admit passes / Area passes / Gate passes / Permission in case of CMO will be issued only to the authorized representative of the customer and equipment / handling machinery to be used by the customer by the DIG, CISF / Competent authority of respective plant / unit, on the recommendation of the officer-in-charge, concerned department. The customer and their workers following shortest official route should go to the authorised place of their work. Free movement of customer and their handling machinery like trucks, cranes etc., and their workers on the strength of the admit pass / area pass / gate pass / permission in case of CMO issued for particular area / place is against security act. Customers are advised to enforce this requirement strictly and restrict their movement to the place / area specified in the admit passes / area passes / gate passes / permission in case of CMO. Strict observance of precautions under the Public Security Act, may please be noted and also notified to the staff of the customer and workers. In case of necessity to proceed to an area, other than the one noted in the admit passes / area passes / gate passes / permission in case of CMO, it is invariably necessary to get new area added in the admit passes / area passes / gate passes / permission in case of CMO by the officer of the issue. The equipment / handling machinery will be taken out of SAIL premises by the customer or their representative at his cost either on expiry of Admit / Area / Gate passes / permission in case of CMO or completion of work which ever is earlier. These equipment / handling machinery should not be used for any other purpose except as mentioned in the Admit / Area / Gate passes / Permission in case of CMO for the same. Any breach in the enforcement of safe custody and improper use of the passes / permission in case of CMO would entail termination of the sale at any stage at the risk and cost of the customer.

32 Illegal gratification

Any bribes, commission, gifts or advantage given, promised or offered by or on behalf of the bidder / customer or his partner, agent, or servant to any officer, servant, representative, or agent of the company in relation to the obtaining or to the execution of this or any other contract with the company for showing or for bearing to show favor or disfavor to any person shall be resulting into the cancellation of this contract.

33 Compliance of Labour Laws and Safety Rules

- 33.1 During the period the customer's workers deputed within the plant / unit premises, will be governed by the labour laws and rules, Factory Act and rules and SAIL Plant / Unit's Security rules and safety rules as applicable and it shall be the responsibility of the customer to ensure that the statutory provisions are complied with fully.
- 33.2 The customer shall provide and ensure proper use of safety appliances by his personnel. He shall be liable for any damages or compensation payable in respect of or in consequence of any accident or injury to any

of the personnel employed by the customer or his subcontractor. The customer shall at all times indemnify SAIL against all claims, or compensation under the provision of Workman's Compensation Act, 1923 or any other law for the time being in force.

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

Company from time to time.

- 33.9 Violation of safety requirements
In the event of violation of safety requirements, company may direct stoppage of work and direct the customer to remedy the defects or supply the facility / equipment as the case may be. The customer shall not proceed with the work until he has complied with such directions to the satisfactions of the Concerned Authority / Safety Dept. The above provisions are also without prejudice to any other right that the company may have against the customer for contribution or any other action including recovery of any damage that may be caused to or suffered by the company either under relevant statute or any other law of India as may be applicable, in the facts and circumstances of an individual case in the event of any injury to any person who may be either an employee of the company or a contract labour or any other person within the premises of the company's factory / mines for any act of omission by or on behalf of the customer in relation to the discharge of obligation for the customer under the contract.
- 33.10 Where applicable and loading / dismantling / processing of the lot is allowed, the customer shall be responsible for security / safety of the workmen like the lifters, labourers, drivers of trucks, loaders etc., engaged by him, for which customer shall have to observe all safety rules inside the company premises and Plant / Unit shall in accordance with this condition accepted by customer, stand indemnified against any accident / injury to the workmen deployed by him, that may occur in course of processing, dismantling, handling, loading, transportation etc. of the material. Customer shall provide safety appliances to the workforce at his cost.
- 34** All important communication with customer shall be through letters / couriers / faxes / emails and / or notices put up in notice board at concerned Plant / Unit and it will be the obligation on their part not to overlook such notices. Any plea of ignorance of such notices / letters put up in the notice board at concerned Plant / Unit shall not be acceptable.
- 35 Third party insurance / Indemnity Bond**
- 35.1 It shall be the responsibility of the customer for effecting necessary insurance under the Indian Workmen's Compensation Act, Third Party Liability Insurance or any other insurance in accordance with the relevant laws and regulations, at his own cost.
- 35.2 SAIL shall not be responsible for any damage to the trucks / trailers / other handling equipment etc. suffered by the customer while executing the contract. The customer in his own interest shall obtain suitable and sufficient cover from underwriters and no claim / correspondence on this account shall be entertained by SAIL.

- 35.3 The customer shall conform in all respects with the provisions of any statute, ordinance or laws and the rules, regulations, bye-laws of any local or other duly constituted authority which may be applicable in carrying out the contract. The customer shall assume responsibility for and shall indemnify and save SAIL of all liabilities, claims, costs, expenses, attorney's fees and Court costs which are or may be required with respect to any breach of any such statute, ordinance, law, rules, regulations or for which the customer has assumed responsibility under the contract.
- 35.4 The customer must take a third party insurance covering losses / damage to premises, equipment, machinery and other installation of the SAIL Plant / Unit, wherever applicable, as well as any accidents / deaths of either the SAIL Plant / Unit employees or to the customer's workmen. The sum insured / indemnified will depend on cost of equipment, machinery and other installations at the site wherefrom material is to be lifted and / or after dismantling etc. wherever applicable, the number of employees etc. and will be specified in the acceptance of offer / sale order.

36 Death, Bankruptcy etc.

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

37 Conciliation

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

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

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

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

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

38 Arbitration

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

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

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

The arbitrator shall hear the cases independently and impartially and shall not represent the interest of any party. Any arbitrator having personal interest in the case at the time of his appointment and at any time subsequently thereafter must withdraw from his office himself and the parties shall also have the right to ask him to do so. The venue of the arbitration shall be _____ (For domestic tenders, the place where Plant / Unit is located; and for global tenders Delhi).

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

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

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

39 Legal Jurisdiction

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

40 Force Majeure conditions

- 40.1 If in the event either or both the parties to the contract is / are prevented from discharging its / their obligation(s) under the contract by reason of one or more of the events such as arrest(s), restraint(s) by Government of people, blockade(s), revolution(s), insurrection(s), mobilization(s), strike(s), civil commotion(s), riot(s), accident(s), Act(s) of God or other natural calamities or on account of any other act(s) beyond the control of the parties to the contract, the time of delivery shall be extended by the period equal to the period of delay / constraints occasioned by one or more of the aforesaid Force Majeure conditions. However in the event of customer invoking the Force Majeure condition(s), SAIL shall have the option to cancel the contract for reasons of any or all of the Force Majeure conditions notified by the customer without being able to pay any compensation whatsoever to the seller.
- 40.2 On the occurrence of any of the above Force Majeure conditions, the party concerned shall notify the other party in writing of such occurrence(s) within 7 days of occurrence(s) stating therein -
- i) The date of occurrence(s) of Force Majeure disability and
 - ii) The nature of such Force Majeure disability along with a certificate from the appropriate Statutory Authority and / or Chamber of Commerce of the concerned state certifying the fact of the Force Majeure condition during the relevant period.

41 Contract closing

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

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



ग्राहक पंजीकरण फॉर्म CUSTOMER REGISTRATION FORM

Party Type*:

	Proprietorship		Partnership		Company		Others (Please Specify)

(Tick ✓ the relevant box)

Classification of Enterprise*:

Manufacturer (tick \checkmark before the relevant box below)							Trader / re-seller (tick \checkmark below)
<input type="checkbox"/>	Micro	<input type="checkbox"/>	Small	<input type="checkbox"/>	Medium	<input type="checkbox"/>	Large

Main Party Name*:

[illegible]

(Main Party name (or Parent Party Name) is a single and unique name of a party at all India level. It uniquely identifies all the Parties with different addresses but having same Main/Parent Party Name)

Party Details

Title:

	M/s		Mr.		Ms.		Mrs.
--	-----	--	-----	--	-----	--	------

(Tick \checkmark the relevant box)

(i) Party Name*:

[illegible]

(ii) Address*:

[illegible]

(iii) Tax related details

(a) PAN*:

[illegible]

(b) TIN/VAT No*.

[illegible]

(c) CST Registration no.:

[illegible]

(d) Central Excise Registration no.

[illegible]

(e) Service Tax Registration no.

[illegible]

(iv) Contact Details:

Phone nos. (with STD code):

[illegible]

Fax nos. (with STD code):

1.					-									
2.					-									
3.					-									

(v) E-mail* (In capital letters without leaving any space):

[illegible]

(vi) Contact Person(s)*:

1. Name: _____ Designation: _____ Mobile no. _____

2. Name: _____ Designation: _____ Mobile no. _____

3. Name: _____ Designation: _____ Mobile no. _____

Authorization of representatives (Strike out if not applicable)

(i). Delivery related authorization:

I/We hereby authorize the following person(s), one at a time against one or more Release Orders, to take delivery of materials and collect/submit delivery related documents at SAIL-DSP on our behalf.

1. Name (in capital letters) _____

(Affix stamp
size photo
here)

(Signature)

2. Name (in capital letters) _____

(Affix stamp
size photo
here)

(Signature)

(ii). Authorization for Administrative functions

I/We hereby authorize the following person(s) to sign documents pertaining to Booking of materials, Price Acceptance, Transfer/Refund, Authorization/Change of Authorization, Cancellation of Orders, etc., and to carry out any other correspondences with SAIL-DSP on our behalf.

1. Name (in capital letters) _____

(Signature)

2. Name (in capital letters) _____

(Signature)

3. Name (in capital letters) _____

(Signature)

Declaration*

I hereby declare that the information filled in this Application Form is true & correct. In case any information is incorrect or false, I own the responsibility of any consequences whatsoever arising out of the same. I also undertake to immediately inform SAIL-DSP in future about any change(s) in the information mentioned in this Application Form.

Date:

d d

m m

y y y y

Place: _____

(Signature of authorized person with Stamp)
(Refer para 7 of Instructions)

(Declaration to be given on Original Letter Pad by the customers not having Central Excise Registration)

I/We hereby certify that we I/we/our Firm is not registered with Central Excise Authorities and I/we/our Firm is not having any Excise Registration number allotted to us.

Annexure-2

A. Party Name*:

[illegible][illegible][illegible]

(i) Bank Name

[illegible][illegible][illegible][illegible]

1.

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[illegible][illegible][illegible]

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(Certification by Bank with Stamp)*

Place:

(Signature & Stamp of the Proprietor/Partner/Director)
(Refer para 7 of Instructions)

Party Code in SAP-ERP System:

[illegible]

(Signature of Registering Official at Marketing Dept, DSP)

ग्राहक पंजीकरण फॉर्म CUSTOMER REGISTRATION FORM
(ग्राहक पंजीकरण फॉर्म भरने हेतु निर्देश Instructions for filling Customer Registration Form)

- All details are to be filled in CAPITAL letters only with Blue/Black Pen.
- (*) represents mandatory fields. The Application for Registration is liable to be rejected unless all mandatory fields are duly filled in and supporting documents pertaining to the same (given below at 6) are submitted by the customer.
- The data filled by the customer will be scanned for further uploading in the computer, therefore, due care should be given while filling the Form.
- Leave one box blank after each complete word, e.g.

Incorrect

ADDRESS														
1	/	6	1	N	E	H	R	U	A	V	E	N	U	E

Correct

ADDRESS																
1	/	6	1		N	E	H	R	U		A	V	E	N	U	E

- Use only Arabic numbers as indicated:-

1	2	3	4	5	6	7	8	9	0
---	---	---	---	---	---	---	---	---	---

- Self-attested** copies pertaining to the following are to be submitted alongwith the Registration Form:
 - E.M. number of the firm/enterprise issued at Central/State level under MSMED Act, 2006 (if applicable)
 - Column (ii) – Address (VAT Registration Form, Electricity Bill, etc. containing the Address mentioned in the Form)
 - Column (iii)(a) – PAN Card in the name of Proprietor/Firm/Company
 - Column (iii)(b) – Certificate of Registration (Form 3) OR Memo issued by Commissioner, Commercial Taxes OR Certificate with TIN from Commercial Tax Office
 - Column (iii)(c) – Certificate of Registration (Form B) having CST Registration number
 - Column (iv)(d) – Form RC (Central Excise Registration Certificate) OR Declaration by the Firm as per **Annexure-1**
 - Column (v)(e) – Any document certifying Service Tax Registration number
 - Bonafide documents:

Sl.	Proprietorship	Partnership	Company incorporated under <i>The Companies Act, 1956</i>
1	Trade License	Copy of Partnership Deed	Memorandum and Articles of Association
2	-	-	Certificate of Incorporation

- A blank copy of Original Letter Pad (crossed) that shall be used for correspondences with SAIL, DSP.
 - Consent/Clearance from State Pollution Control Board, if applicable.
 - Any other document felt necessary by the Registering official at Marketing Dept. of SAIL, DSP.
- Customer Registration Form is to be signed by either of the following persons:
 - In case of Proprietorship firm – By the Proprietor himself
 - In case of Company – By the Managing Director thereof, or where, for any unavoidable reason, such managing director is not able to sign, or where there is no managing director, by any Director of the Company.
 - In case of Partnership firm – By the managing/designated partner thereof, or where, for any unavoidable reason, such managing/designated partner is not able to sign, or where there is no managing/designated partner, by any partner thereof, not being a minor.
 - In case of Others – By the principal officer or by any member or person competent to act on his behalf.
 - Customers not choosing to authorize any person under the head 'Delivery related authorization' or desiring to lift material(s) through person(s) other than those authorized under the head 'Delivery related authorization', shall have to submit against each Sale Offer separate authorization for taking delivery signed by authorized person on their Letter Pad wherein the signature of the person authorized to take delivery shall be attested. Such authorization shall automatically cease to exist once the Sale Offer(s) is/are closed or cancelled.
 - Multiple copies of **Annexure-3** may be utilized by customers having more than one additional business addresses.