

Sl No	Lot No	Qty	Unit	Loc	Material Code	Description	Loading	ED Description	Material Text	EMD (Rs)	No. of days for lifting
1	65405	500	M3	LINE 6	100360000000000000	CINDER FROM SOAKING PIT	Loading by Customer	ED APPLICABLE	VIRTUAL LOT	1,00,000	50 Working days
2	65406	500	M3	LINE 6	100360000000000000	CINDER FROM SOAKING PIT	Loading by Customer	ED APPLICABLE	VIRTUAL LOT		50 Working days
3	65407	500	TO	PP2YD_NS PCL	105520000000000000	FRESH COAL REJECTS	Loading by Customer	ED APPLICABLE	VIRTUAL LOT	50,000	50 Working days
4	65408	500	TO	PP2YD_NS PCL	105520000000000000	FRESH COAL REJECTS	Loading by Customer	ED APPLICABLE	VIRTUAL LOT		50 Working days
5	65409	500	TO	PP2YD_NS PCL	105520000000000000	FRESH COAL REJECTS	Loading by Customer	ED APPLICABLE	VIRTUAL LOT		50 Working days
6	65410	500	TO	PP2YD_NS PCL	105520000000000000	FRESH COAL REJECTS	Loading by Customer	ED APPLICABLE	VIRTUAL LOT		50 Working days
7	65411	500	TO	PP2YD_NS PCL	105520000000000000	FRESH COAL REJECTS	Loading by Customer	ED APPLICABLE	VIRTUAL LOT		50 Working days
8	65412	200	TO	RMP2_AV _LIME_ ST	100660000000000000	HYDRATED LIME	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT	10,000	30 Working days
9	65413	500	TO	OPN SLG YD	107420000000000000	LD SLAG 0-5	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT		30 Working days
10	65414	500	TO	OPN SLG YD	107420000000000000	LD SLAG 0-5	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT		30 Working days
11	65415	5000	M3	Nandini	104360001778000000	LIMESTONE CHIPS REJECTS NANDINI	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT	50,000	As per clause.no.27.1 of NIT
12	65416	5000	M3	Nandini	104360001778000000	LIMESTONE CHIPS REJECTS NANDINI	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT		
13	65417	5000	M3	Nandini	104360001778000000	LIMESTONE CHIPS REJECTS NANDINI	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT		
14	65418	5000	M3	Nandini	104360001778000000	LIMESTONE CHIPS REJECTS NANDINI	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT		
15	65419	2000	M3	Nandini	104360001778000000	LIMESTONE CHIPS REJECTS NANDINI	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT		
16	65420	2000	M3	Nandini	104360001778000000	LIMESTONE CHIPS REJECTS NANDINI	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT		
17	65421	2000	M3	Nandini	104360001778000000	LIMESTONE CHIPS REJECTS NANDINI	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT		
18	65422	2000	M3	Nandini	104360001778000000	LIMESTONE CHIPS REJECTS NANDINI	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT		
19	65423	2000	M3	Nandini	104360001778000000	LIMESTONE CHIPS REJECTS NANDINI	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT		
20	65424	2000	M3	Nandini	104360001778000000	LIMESTONE CHIPS REJECTS NANDINI	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT		
21	65425	2000	M3	Nandini	104360001778000000	LIMESTONE CHIPS REJECTS NANDINI	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT		
22	65426	2000	M3	Nandini	104360001778000000	LIMESTONE CHIPS REJECTS NANDINI	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT		
23	65427	2000	M3	Nandini	104360001778000000	LIMESTONE CHIPS REJECTS NANDINI	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT		
24	65428	2000	M3	Nandini	104360001778000000	LIMESTONE CHIPS REJECTS NANDINI	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT		
25	65429	300	TO	SP2_ OUTPUT	118380000000000000	SP-II SINTERED SLUDGE	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT	10,000	30 Working days
26	65430	200	TO	SP2_ OUTPUT	118380000000000000	SP-II SINTERED SLUDGE	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT		30 Working days
27	65431	500	TO	BORIA	101760000000000000	U/R B/BATS OF ALUMINO SILICATE BRICK	Loading by Customer	ED APPLICABLE	VIRTUAL LOT	1,00,000	50 Working days
28	65432	50	TO	FSNL_NR NSBY	105510000000000000	USED/REJ/BROKEN RCC BLOCKS	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT	10,000	30 Working days
29	65433	60	TO	COCCD_S CRAP	105510000000000000	USED/REJ/BROKEN RCC BLOCKS	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT		30 Working days
30	65434	60	TO	STRL 8 YARD	105510000000000000	USED/REJ/BROKEN RCC BLOCKS	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT		30 Working days
31	65435	60	TO	COCCD_S CRAP	105510000000000000	USED/REJ/BROKEN RCC BLOCKS	Loading by Customer	ED NOT APPLICABLE	VIRTUAL LOT		30 Working days

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विपणन एवं व्यापार योजना विभाग MARKETING & BUSINESS PLANNING DEPTT
Doc. NO. : M&BP/2014-15/ 10140155 **Dated: 15.12.2014**

This auction document consists of the following:

1. Notice for On-Line Forward Auction (OLFA) (no of pages- 10)
2. Auction Catalogue at **Annexure – A** (no of pages- 1)
3. A letter of interest in the format given at **Annexure – B**(no of pages-1)
4. General Rules & Regulations governing conduct of Online Auction on the Service Provider Platform at **Annexure- C** (no of pages- 4)
5. Definition of Key Terms at **Annexure -D** (no of pages-2)
6. Terms & Conditions for Sale of Materials at **Annexure-E** (no of pages-6)
7. Terms and conditions of the sale by road in force, including safety stipulations at **Annexure- F** (no of pages- 2)
8. Mandate Form at **Annexure-G**(no of pages- 1)
9. SAIL FA1 (hosted on SAIL and M/s mjunction services Ltd. websites) will be applicable for all sale offers awarded through On Line Forward Auction. However, the terms and condition of this auction document shall override the similar terms and conditions of SAIL FA1.

Bidders are requested to read the Auction Document carefully and submit their offer as per terms and conditions given therein. Bidders who submit their offers shall be deemed to have read, understood and accepted the terms and conditions of the document.

(विभागध्यक्ष, वि एवं व्या यो)

Enclosed : As above

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NOTICE FOR FORWARD AUCTION (FA) OF NON FERROUS MISCELLANEOUS ITEMS

Notice (Page 1 of 10)

OLFA NO.

- **10140155**

DATE OF AUCTION

- **19.12.2014(Friday)**

LAST DATE OF SUBMISSION OF EMD - **18.12.2014**

DATE OF INSPECTION OF MATERIAL – **16.12.2014 to 18.12.2014**

- 1.0 Materials as per details given in Auction Catalogue (**Annexure-A**), are available for sale on “As is where is” & “No Complaint” basis through Online Forward Auction process on the Auction platform of M/s mjunction services Ltd.

Contact numbers of M/s mjunction services ltd offices:	
Bhilai	0788-6540003; 09009557861
Bokaro	09771494249
Chennai	09677120585
Delhi	09818448687
Kanpur	09794002333
Kolkata	09831182929; 09163348145
Mumbai	07738252479
Rourkela	09937067498
Website : www.metaljunction.com .	

For any further clarifications /details customers also may contact M&BP Dept. at phone nos : 0788-2221171/2852046/2854026/2853632 and fax no. 0788-2224164.

- 2.0 Customers intending to purchase any of the lot from the auction catalogue shall have to submit the letter of Interest (Annexure – B) duly signed by the bidder along with the Earnest Money Deposit as detailed in clause 3 below latest by **18.12.2014** to the office of M/s mjunction services Ltd.

“Letter of Interest”, if submitted to mjunction services limited through e-mail, is to be submitted only at loi@mjunction.in . Submission of “Letter of Interest” to any other email address other than loi@mjunction.in will not be accepted.

- 3.0 Earnest Money Deposit (EMD):

- 3.1 EMD shall be deposited in the form of Demand draft (D.D.)/ Pay order (P.O.)/ Banker’s Cheque (B.C.) drawn on any Scheduled bank, in favour of M/s mjunction services ltd at any branch of HDFC Bank with CMS facility. A list of such branches has been uploaded at metal junction website. Bank Account details of M/s mjunction services ltd are as follows:

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

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- 3.2 RTGS / NEFT facility is also available for depositing EMD. Buyers wishing to avail RTGS / NEFT facility should contact the nearest office of M/s mjunction services ltd at the address mentioned at **www.metaljunction.com** for details.
- 3.3 Earnest Money Deposit (EMD) for each item shall be as indicated at **Annexure-A** for participation in the auction. Buyer will have to submit fresh EMD against each Forward Auction. Earnest Money Deposit (EMD) for the successful bidder shall be kept as Security Deposit (SD) for the lot/lots. This security deposit shall be refunded only after successful completion (lifting) of the lot/lot(s).
- 3.4 EMD validity: The above mentioned EMD in the form of DD/PO/BC shall have validity for at least one month from the date of auction. EMD in the form of DD/PO/Banker cheques with validity less than one month shall not be accepted and the customer shall not be allowed to participate in OLFA.
- 3.5 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/auction.
- 3.6 Payment of EMD by Cash, Cheque, CDR or any other form shall not be accepted.
- 3.7 No Interest shall be payable on EMD amount.
- 3.8 For the refund of EMD, please mail your request at emdrefund@mjunction.in
- 4.0 The Service provider viz., M/s metaljunction.com will provide a “user ID” and a “Password” to each individual customer, who will submit required EMD and the documents stated above, to enable them to participate in the dynamic auctioning process of the items / lots of their choice to be conducted in the Website www.metaljunction.com. Before actual participation, the customer may obtain necessary help from the Service provider so as to enable themselves to participate in the Online Auction process without any difficulty.
- 5.0 Bidders shall bid **Unit Rate exclusive of** excise duty, levies, sales tax, entry / exit tax, octroi, etc., against each lot. All Duties, Taxes and Levies as applicable at the time of delivery shall be paid by the buyer as extra.

Taxes, duties and levies

Excise Duty :

- The amount of Excise Duty and education cess as applicable/assessed for the items under sale offer shall be paid in advance by the customer in addition to the lump-sum amount quoted against each item and also on the expenses incurred on loading, cutting, processing etc of the materials, if any, payable by the customer. The Rate of Excise Duty shall be as applicable on the date of actual delivery of material. For all purposes, the date of invoice shall be deemed to be date of delivery.
- The liability on account of excise duty, education cess and consequential penalty/interest, if any, concerning or in relation to the material covered under this sale offer is entirely on customer and

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Bhilai Steel Plant shall not bear any liability or responsibility in this regard.

Sales Tax/Value Added Tax (VAT) :

- The amount of Sales Tax/VAT as applicable/assessed for the items under sale offer shall be paid in advance by the customer in addition to the lump-sum amount quoted against each item alongwith excise duty and education cess thereon.
- In the event of any dispute with regard to Sales Tax/VAT and Sales Tax Authorities levying any additional charges, such tax/charges shall be payable by the customer.
- The liability on account of Sales Tax/VAT and consequential penalty/interest, if any, concerning or in relation to the material covered under sale offer is entirely on customer and Bhilai Steel Plant shall not bear any liability or responsibility in this regard.
- The applicability of the tax on the sales (VAT/CST) is determined on the basis of the movement of goods. (For instance goods loaded on board for movement within the State of Chhattisgarh would attract VAT even though the customer is a registered dealer outside the State of Chhattisgarh. Similarly in case of goods being loaded on board for movement outside the State of Chhattisgarh, CST would be chargeable even if the customer is a registered dealer under the Chhattisgarh VAT Act).
- In case the goods have to be moved outside the State of Chhattisgarh following to be noted/submitted :
 - The customers, wishing to avail concessional CST should declare the same before the time of bidding by mentioning the same in the Letter of Interest.
 - The customers are required to deposit the full amount of VAT as applicable on the items in the state of Chattisgarh.
 - The differential amount of Sales Tax (VAT minus CST) shall be refunded (without interest) to the customer on submission of C-form.
 - Non-submission of C-Form within the prescribed time would result in forfeiture of full amount as deposited by the Customer, with respect to sales tax as would be applicable at full rate of tax.
 - “C - Form” against concessional inter-state sales would be issued only by the SOLD-TO customer. Under no circumstances, the Form issued by SHIP-TO customer would be accepted.
 - “E1 Form” would be issued only to the SOLD-TO customer against submission of “C Form” and requisite documents as required for issuing E-1 form by the same. Under no circumstances, the E-1 Form would be issued to SHIP-TO customer.
 - All “C” Forms against concessional inter-state sales must be submitted by the customers (complete in all aspects) for every quarter before the last day of the subsequent quarter (except for the E1 customers wherein it has to be submitted within 60 days from the end of the quarter, so that E1 form can be issued well in time).

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

Terminal Tax :

- The amount of Terminal Tax as applicable/assessed for the items under sale offer under the provisions of Municipality Act or Municipal Corporation Act shall be paid in advance by the customer in addition to the lump-sum amount quoted against each item alongwith excise duty and education cess thereon and Sales Tax/VAT etc.
- The liability on account of Terminal Tax and consequential penalty/interest, if any, concerning or in relation to the material covered under sale offer is entirely on Customer and Bhilai Steel Plant shall not bear any liability or responsibility in this regard.

Tax Collection at Source (TCS) :

- The amount of Tax Collection at Source (TCS) as applicable/assessed for the items under sale offer under the provisions of Income Tax Act shall be recoverable from the lump-sum amount quoted against each items alongwith excise duty and education cess thereon and Sales Tax/VAT and Terminal Tax etc.
- The liability on account of TCS and consequential penalty/interest, if any, concerning or in relation to the material covered under sale offer is entirely on customer and Bhilai Steel Plant shall not bear any liability or responsibility in this regard.

Other Taxes/duties/levies/charges :

- The liability on account of imposition or levy of any new or existing taxes/duties/levies/charges and/or increase in rate of taxes/duties/levies/charges as levied by local/state/central Govt concerning or in relation to the material covered under sale offer is entirely on customer and Bhilai Steel Plant shall not bear any liability or responsibility in this regard.

- 6.0 Final bids given by the successful bidders in the Online Auction process shall be kept **valid for 60 Days** from the date of auction for the acceptance by the Management.
- 7.0 Management reserves the right to accept or reject any or all the bids or to apportion the materials in any manner deemed fit and this decision shall be final.

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- 8.0 In case where the bids given by the customers in Online auction process are not acceptable, the onetime EMD shall be refunded within 7 (Seven) days on request of customer.
- 9.0 **Sale Offer (S.O.)** will be issued within the offer validity period to the successful bidders whose bids are acceptable to the Management.
- 10.0 Full payment including taxes & duties shall be submitted by the buyers ***within 6 (six) working days excluding the date of issue of sale offer.***
- 11.0 Payment of Lot Value shall be made in the form of Demand Draft (DD), Pay Order (PO), Bankers Cheque (BC) drawn on any scheduled bank in favour of Steel Authority of India Ltd., Bhilai Steel Plant payable at Bhilai and to be deposited at M&BP deptt. Payments can also be made through RTGS/NEFT and the acknowledgement note of this deposit issued by Commercial branch, SBI, Bhilai in favour of "SAIL, Bhilai Steel Plant" to be deposited at M&BP deptt.. **Payment by Cash, Cheque, CDR or in any other form, will not be accepted.**

For Buyers wishing to avail RTGS / NEFT, Bank details of the beneficiary is as under:

a.Name of the beneficiary: SAIL, Bhilai Steel Plant, BHILAI, CG, 490001.

b.Name of the beneficiary bank: SBI, Commercial Branch, Bhilai.

c. Account number of the beneficiary: 10184627403.

d.IFSC code of the bank where the beneficiary account exists: SBIN0008532.

“Payment can also be made through SBI Collect using online SBI website, by choosing options as : State Bank Collect >Chattisgarh > Industry>Steel Authority of India Ltd > Payment to M&BP,BSP. At present the customer can make payment upto Rs. 49,99,999/- in a day using the above mode of transaction. The customer to submit self attested print out for the transaction made along with the mobile number (as given to the bank for carrying out the transaction) to M&BP for issue of D.O.”

- 12.0 **Delivery Order (DO):** DO will be issued to the successful bidders after submission of lot value at M&BP deptt. including taxes & duties as applicable. ***EMD amount converted to SD shall not be adjusted against the payment.***

- 13.0 **Non-submission of Payment :**

In case the buyer fails to submit payment within the stipulated period for the lot/lots for which Sale Offer(s) are issued to him, EMD shall be forfeited and customer will be debarred from **participation in two consecutive Forward Auctions from the date of issue of forfeiture letter.**

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14.0 Inspection of Material :

Potential Bidders shall be allowed to inspect the materials/lots specified in Auction Catalogue (Annexure-A) **at the storage location** prior to the auction during working hours **on days mentioned at Page 1 of this document** with prior appointment. They may contact DGM I/c (MRD) and AGM(MRD) on phone nos. 0788-2853030 and 0788-2853573 respectively and Head of custodian department(s) for items other than those of MRD.

15.0 Loading of Material :

15.1 Successful bidder will have to lift the entire material from the lot site on “as is where is” & “no complaint” basis **within the date specified in the Delivery Order (DO)**.

15.2 For items where BSP loading is specified in the auction catalogue, a token charge of Rs.30/T shall be levied towards loading charges, with applicable duties and taxes. The loading expenses are to be submitted by the successful bidder along with the payment of lot value.

15.3 For items to be lifted from disposal yard at Bhilai, material shall be loaded only by BSP in the successful bidder's vehicle free of charge.

15.4 For items where Customer loading is specified in the auction catalogue, loading will be done by successful bidders themselves, the loading expenses so incurred by the successful bidders will be added to the assessable value and the same shall be taxable and has to be borne by the successful Bidder. The successful bidder has to indicate the loading charges (**in Rs/unit**) in writing while depositing the payment.

16.0 Completion of lifting of material:

16.1 **For all lot(s) successful bidders have to complete the lifting of the allocated lot(s) within the date as specified in the Sale Offer. In case of failure in lifting of material against the lot(s) within the validity period of lifting, the Sale Offer(s) shall be cancelled and 15% of the total value of the material (excluding taxes & duties) of the lot(s) or Security Deposit whichever is higher will be forfeited..**

Further, the bidder will be debarred from participation in two consecutive Forward Auctions from the date of issue of forfeiture letter.

17.0 If, for any reason beyond the control of Bhilai Steel Plant, all the materials offered through the online Auction process or part thereof cannot be delivered, the liability of BSP will be limited only to the extent of refund of the proportionate amount paid by the customer as applicable for the quantity not delivered.

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- 18.0 The successful bidders who are actual Users registered within the state of Chhattisgarh under CGVAT will have to submit the declaration in the prescribed CGVAT form. Applicability of CGVAT and the concession to actual Users would be as per prevalent provision of CGVAT. Tax at full rate will be charged if appropriate declaration form under CGVAT for eligible users is not submitted.
- 19.0 In case auction of all the lots could not be completed on specified date, auction for remaining lots will be continued on next working day.
- 20.0 Bidder should indicate their bank account number, name of the bank and branch details in Annexure B i.e. letter of Interest. In case of any refund, payments shall be released only through e-payment. Hence bidders have to submit duly filled Mandate form at Annexure G, minimum 15 days in advance before submission of refund request.
- 21.0 Submission of the signed copy of the Letter of Interest (Annexure-B of the auction document) by the bidder will mean the acceptance of all the terms and conditions mentioned in the referred auction document, uploaded in the SAIL website/mjunction website in Toto and that there has not been any change made therein. In the event of any doubt regarding the terms and conditions/formats, the person concerned may seek clarifications from the authorised officer of SAIL. In case any tampering/ unauthorised alteration is noticed in the document submitted, the participation of bidder shall be summarily rejected and BSP shall have no liability whatsoever on the matter.
- 22.0 BSP Management reserves the right to accept or reject any or all the bids without assigning any reasons thereof at any stage.
- 23.0 BSP Management reserves the right to withdraw any item or any quantity of the material by number or by weight from the sale, at any stage (after advertising or after issue of Sale Offer/release order) without assigning any reason thereof to the purchaser. Sale value for the material so withdrawn, if any paid by the buyer, will be refunded. BSP Management will not be responsible for any damages/loss what-so-ever to the purchaser on account of such withdrawal.
- 24.0 BSP reserves its rights to remove a bidder from the list of successful bidder(s) or to ban business dealings, if any agency/bidder has been found to have committed misconduct, and also to suspend business dealings pending investigation.

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25.0 Removal of an Agency/Bidder from the list of successful bidder(s) or suspension or banning of business dealings will be dealt as per prevailing rules of the company.

26.0 Bidders are requested to read the Auction Document carefully and submit their offer as per terms and conditions given therein. Bidders who submit their offers shall be deemed to have read, understood and accepted the terms and conditions of the document.

27.0 SPECIAL TERMS AND CONDITIONS :

27.1 Lime Stone Chips Rejects, Nandini Mines:

- *Lime Stone Chips Rejects, Nandini Mines shall be sold to buyers who are registered with Indian Bureau of Mines.*
- LIME STONE CHIPS REJECTS NANDINI is being offered for sale in volumetric basis with quantity variation of +/-5% of the lot quantity.
- Lifting of LIME STONE CHIPS REJECTS NANDINI will be allowed after receipt of Pit Pass from State Government Authorities.
- Transportation of the LIME STONE CHIPS REJECTS NANDINI will be from 6.00 AM to 6.00 PM.
- Party should visit the site before submitting their tender document to know about site conditions.
- No spillage during transportation should be allowed. If any spillage takes place, that area is to be cleaned by the party immediately at his own cost.
- **Payment has to be made within 6 working days after the date of communication to the customer for receipt of pit pass.**
- **Delivery schedule will be 90 calendar days after the date of communication to the customer for receipt of pit pass.**
- **The sale offer shall be treated as closed in absence of receipt of pit pass within 60 days from the date of auction.**
- **Royalty has been paid for the offered material.**

27.2 Lifting of Used/ Rejected Bricks (Lot no. 65431):

Mechanized loading or loading of material by loader is not allowed.

27.3 Following Modus Operandi will be followed by the customer in lifting Used/ Rejected Fire Clay Bricks (Lot No.)

MRD will earmark an area at BF Slag Dump from where the successful bidder will have to recover, and load the material regularly after sorting category wise the party will make his own arrangement for loading from BF Slag Dump to transport and unload the same material at Boria Complex separately in the area specified by MRD.

- The successful bidder will engage his own labour for recovery, sorting & loading.
- The representative of RED & MRD will jointly inspect at Boria complex.
- The representative of RED will issue clearance note to MRD if satisfied with the material under nomenclature of individual categories of Used Rejected Refractory Brickbats of Fire Clay Bricks. The full size bricks will be retained by BSP.

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- All precautions should have to be taken to unload the fresh material from BF Slag Dump away from the inspected material.
- Based on the advice/release from Marketing Department MRD will allow the party to lift the material from Boria complex duly cleared by representative of RED.
- Safety Training Clearance for the workers engaged for loading/ sorting etc. both at BF Slag Dump & Boria Complex should be obtained by the party from safety engineering Department of Bhilai Steel Plant.

27.4 U/R B/Bats Silica Bricks:

- U/R B/Bats Silica Bricks are available at CO&CCD at locations a) Battery 1-8 complex, b) CO W/Bridge area, and c) BF dump near T&D P Way station.
- Since U/R B/Bats silica bricks are mixed with Fireclay bricks, the customers will have to abide by the following instructions.
 - Only U/R B/Bats Silica Bricks will be lifted from the locations after due sorting by the customer.
 - The sorted out bricks will be unloaded at Boria complex MRD at the location specified by MRD representative.
 - The representative of RED & MRD will jointly inspect at Boria complex. The representative of RED will issue clearance note to MRD if satisfied with the material under nomenclature
 - Brick loading will be done from Boria-MRD into the customer's vehicle.

27.5 SILT/SILT FROM MARODA-I

- SILT/SILT FROM MARODA-I is being offered for sale in volumetric basis with quantity variation of +/-5% of the lot quantity.
- Transportation of the silt will be in general shift (Between 9.00 am to 5.30 pm). Transportation will not be allowed during duty hours i.e 8.30hrs to 9.30 hrs, 13.30 hrs to 14.30 hrs and 17.00 hrs to 18.00 hrs.
- At time of removal of silt, the proper safety measures must be taken because over head high tension line and underground high tension line is passing through the silt stock yard.
- Party should visit the site before submitting their tender document to know about site conditions.
- No spillage during transportation should be allowed. If any spillage takes place, that area is to be cleaned by the party immediately at his own cost.

27.6 BF SLAG UNPROCESSED

- The bidders are invited to satisfy themselves by actual inspection of available material.
- No complaints will be entertained with respect to quality of material.
- The material shall be lifted from the area at root/slant of the BF slag Dump as specified by representative of MRD.

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- No mechanized equipment shall be permitted for any process of breaking, separation, sorting, collection, loading etc linked with sale of “Unprocessed BF Slag”.
- Customers shall ensure that the entire process of breaking, separation, sorting, collection, loading etc. shall not cause any damage to Railway Track or the foundation of the Railway Track.
- The process of breaking, separation, sorting, collection, loading etc. should not cause interfere with the process of slag dumping or any other operation of Bhilai Steel Plant.
- The process of breaking, separation, sorting, collection, etc will take place between 6:00 a.m. to 5:00 p.m. on all working days except Sundays and holidays. Loading shall take place between 9:00 a.m. to 5:00 p.m. and invoicing shall take place between 9:00 a.m. to 5:30 p.m. on all working days except Sundays and Holidays.
- The loading/transportation of the trucks has to be done with due care so that no spillage takes place enroute. In case of any spillage while loading or enroute, the removal/cleaning of Unprocessed BF Slag shall be the obligation of the PURCHASER at their own cost.

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LETTER OF INTEREST

To,
The Head of M&BP,
SAIL/Bhilai Steel Plant,
Bhilai – 490001

REF : Auction Document No. M&BP/2014-15/ 10140155 dated 15.12.2014

Dear Sir,

1. We are interested in participating in the Online Forward Auction (**FA-10140155**) notified vide your Auction Document under reference, for the Items mentioned at “Annexure A” of the Auction Document. We also agree to abide by all the instructions contained in the above referred Online Forward Auction document in Toto (NIT, Annexures- A,B,C,D,E,F & G) to the extent modified in this online Forward Auction Notice.
2. We are hereby submitting an EMD of Rs. _____ by

DD / PO _____ Dated _____ in favour of M/s mjunction services ltd.
(CMS CODE – MSAILEMD)

(OR)

NEFT/ RTGS vide UTR No: _____ dated _____

(OR)

Direct transfer from the HDFC Bank account to M/s mjunction services ltd's account
No: 00140310003480

(OR)

PEMD submitted by _____

3. We agree to offer our best bid in the Auction process, exclusive of Excise Duty, Sales Tax and other levies and hold the same valid for **60 days** from the date of Auction.
4. **We want to avail concessional CST : ☐ YES ☐ NO**
(Pl tick appropriately in the box)

(If yes, “C - Form” against concessional inter-state sales will be submitted by us (complete in all aspects) for every quarter before the last day of the subsequent quarter (except for the E1 customers wherein it will be submitted within 60 days from the end of the quarter), we also agree to abide by all the instructions contained in the Taxes and Duties Clause in the NIT).

5. We are providing the following details of our self for the above OLFA.

Customer name	:
Customer Code (ERP code of BSP)	:
Name of the contact person	:
Contact telephone no.	:
Bank name & Address.	:
Branch code & Account no.	:
Mobile no.	:
Fax no.	:
e-mail address	:
TIN no.	:
PAN no.	:
ECC no.	:

6. “Letter of Interest”, if submitted to mjunction services limited through e-mail, is to be submitted only at loi@mjunction.in . Submission of “Letter of Interest” to any other email address other than loi@mjunction.in will not be accepted.

7. For refund of EMD please mail your request at emdrefund@mjunction.in

Place _____ Date _____

Yours Faithfully

Signature of authorised Person
For M/S _____
(With Company's Seal)

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

Introduction :

This Online Forward Auction is being conducted for Bhilai Steel plant, Steel Authority of India Ltd (hereinafter referred to as the “**Client**”) on the Auction Platform of M/s mjunction services ltd (hereinafter referred as “**Service Provider**”).

The General Rules and Regulations provided herein govern the conduct of on line Forward Auctions arranged by “**Service provider**” on its Auction Platform. These rules cover the **roles and responsibilities** of the parties in the online Forward Auctions on the Auction Platform. **Acceptance in-toto to these General Rules and Regulations governing conduct of online auctions and Terms and Conditions for Sale of Materials by auction of Bhilai Steel Plant is a pre-requisite for securing participation in the online auctions.**

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

Role of Service Provider :

1. “Service Provider’ is the agency (operator) primarily providing the service of the Forward auction to the “client”.
2. Finalisation of the auction items in consultation with the client.
3. Defining of bidding rules for each auction in consultation with the client.
4. Enhancing bidder awareness of and comfort with the auction mechanism and bidding rules.
5. Input of the Auction items and defining the bidding rule in the auction engine.
6. Enlarging the customer base by introducing new bidders.
7. Collection of EMD, Letter of Interest etc. from the willing bidders and forwarding the same to the Client.
8. Providing access to the approved bidders to participate in the Auction.
9. Summarising the Auction proceedings and communicate the outcome to the Client.

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

Role of bidder :

The role of the bidder is outlined below:

1. The bidder would participate in the auction with the aim of bidding to secure the auctioned item in the auction.
2. The bidder would be provided access to the Auction through a “User ID” protected by a “Password”. The bidder needs to ensure that the “User ID” and “Password” is not revealed to unauthorized persons. Bidders are also requested to change the password allocated to them by the “Service Provider” to keep their confidentiality. However it would be bidder’s sole responsibility to ensure the security and privacy of the same and he/they would not hold the “Client” / “Service Provider” responsible in any manner whatsoever for any misuse of these user IDs and/or Password. Access to the auction mechanism shall be provided to all the approved bidders subsequent to obtaining their written consent to the General Rules & Regulations and the Letter of Interest. Payment of Earnest Money Deposit (EMD) as decided by the client before the start of the Forward auction will be one of the necessary conditions for participating in the auction.
3. Bidders hereby confirm that they shall commit to lift the item (being bid for) at the price entered by them in the auction engine AND at the terms and conditions specified herein by the Client. All Prices entered shall be legally binding on the bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honour the bids placed during online bidding shall render the bidders liable for penal action as deemed fit by “Client” / “Service Provider”.
4. In the event of winning an allotment in the auction mechanism, the bidder shall commit to fulfill outlined obligations under the contract.

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

Bidding rules

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

- Definition of the unit bidding.
- Start Time and duration of the auction.
- Any extension of the duration of the auction in the event of bids being received towards the end of the pre-specified duration.
- Start Bid Price.
- Specified Unit for Bidding.

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- Price Increments and any reduction in the price increment in the auction in the event of inactivity.
- Other attributes (informational/non-negotiable in nature).

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

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

CONDUCT OF THE AUCTION:

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

The Auction shall be conducted on pre-specified date. The Key Terms pertaining to the conduct of Auction such as “START TIME”, “DURATION”, “END TIME” AND “AUTO EXTENSION FACILITY” Shall be specified separately for each Auction.

“Service provider” retains the right to cancel or reschedule the auction, with the approval of the Competent Authority of the Client, on any of the following reasons:

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

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

OR

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

OR

due to Auto Extension during the Auction, duration may increase from specified period. In the event of any problem being faced in the smooth conduct of the auction, “Service Provider” with the approval of the Competent Authority of the Client, shall have the right to undertake one or more of the following steps:

- Cancellation/ premature termination of the auction with/ without a subsequent rerun of the auction on a mutually decided date

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- Cancellation of a bid
- Locking / deactivate a bidder's account (suspension of operations in the account), etc.

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

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

Liability of "service provider"

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

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

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

Right of the client:

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

Confidentiality clause:

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

Jurisdiction

Any disputes relating to the online auction module shall be subject to the sole jurisdiction of Court of Law having jurisdictions over the Plant from where the materials are being sold.

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

Preview Time.

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

Start Time.

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

Duration of the Auction.

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

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

Auto Extension of the Auction Timings.

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

End of the Auction.

End of the Auction refers to the termination of the auction proceedings 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.

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TERMS AND CONDITIONS FOR THE SALE OF MATERIALS THROUGH
ONLINE FORWARD AUCTION

1.0 Definitions:

Management : The Management will mean the Chief Executive Officer, Steel Authority of India Limited, Bhilai Steel Plant or any officer authorised by him to act on his behalf.

Purchaser : The purchaser will mean the successful bidder whose Online Forward Auction has been accepted under the terms of the Online Forward Auction.

2.0 Terms & Conditions:

Bids are accepted on the assumption that the bidders have inspected the materials and have known what they are bidding for whether they have first inspected the materials or not and that the principle of 'Caveat Emptor' shall apply. The sale is on the basis of "AS IS WHERE IS" & "no complaint". The materials will be lifted from the site of storage with all faults and errors in description or otherwise, if any. Quantity, quality, size measurement, marks and number stated in the Online Forward Auction Notice are approximate and no warranty or guarantee shall be implied. The bidders are advised to inspect the materials before offering their prices.

3.0 Inspection of material:

Interested Bidders shall be allowed to inspect the materials during working hours as indicated in the Auction Notice. Necessary entry passes may be obtained from the Receptionist/CISF.

4.0 Online Forward Auction Notice and Documents : The signature of bidder on the Letter of Interest shall be deemed to be acceptance of all terms & conditions of sale & schedule and other documents forming parts of the Online Forward Auction Document.

5.0 Validity of Offers : The quotations shall remain valid for 60 days from the date of Online Forward Auction.

6.0 The Management Reserves the right to accept or reject any or all the Bids obtained through Online Forward Auctions without assigning any reasons thereof at any stage.

7.0 Acceptance of the bids obtained through online forward auction: When bids obtained through Online Forward Auction are accepted the purchaser shall be notified by a Sale Offer . The Sale Offer will indicate full details namely, the particulars of the materials, quantity, accepted rate, sale value sales tax, other taxes, amount to be deposited and the last date of making payment.

- 8.0 **Taxes & duties:** All taxes/excise duty under the local, state, central or any other law shall be payable by the purchaser in addition to the sale value, as applicable for each item at the prevailing rates as on the date of delivery. For all purpose, the date of Gate pass will be deemed to be date of delivery.
- 8.1 **Failure to make payment and forfeiture of Earnest Money:** In line with the terms as detailed in the NOTICE FOR OLFA.
- 8.2 **Delivery Order** : On receipt of full payment with security Deposit, taxes & duties from the purchaser the Management will issue a delivery order which will enable the purchaser to take delivery of the materials from the storage location. For the purpose of delivery, the Director/Proprietor/Owner etc. must authorise representatives by a letter of authority in the prescribed format which shall be presented to the appropriate Management. The letter of authority shall bear the specimen signature of the authorized representative duly attested by the Director/Proprietor/Owner etc. The Management may, in its entire discretion, decline to act on any such authority and it shall be in all case, for the purchaser to satisfy the BSP officials that the authority is genuine, Delivery by proxy will be at the purchaser sole responsibility and risk and no claim shall lie against the management on account, whatsoever, if delivery is effected to wrong person.
- 9.0 **Delivery time for removal of goods:**
- 9.1 The delivery of the materials will be effected 'In situ' by the Management. Time is the essence of the contract. The goods sold will be removed by the buyer from the site within the date specified in the delivery order.
- 9.2 Delivery of the materials will be made during working hours on working days on presentation of the delivery order by the purchaser.
- 9.3 The removal of the materials within the stipulated period is not subject to the availability or otherwise of labour and such other factors as climatic conditions and transport etc. which is the responsibility of the purchaser.
- 10.0 No picking, sorting, cutting, cleaning or breaking up of goods of materials sold will be permitted, except in certain special circumstance where prior sanction for such permissions has been accorded by the Management. Such permission will only be accorded on the distinct understanding that the delivery order for such lot or lots must be obtained for the full, quantity before picking, sorting, cutting of breaking up commences.
- 11.0 **Shortage of goods** :Where goods are sold in lots and not in number or units, any reference to the quantity, quality size, measurement number and weight in the notice or other documents shall not be a point of dispute and the purchaser shall have no claim against the Management for refund of whole or any part of the purchaser's money or for loss of profit of interest, damage or otherwise. Where materials are sold by weight or number the purchaser fails to obtain delivery of the whole or a portion of the goods sold, he shall be entitled to make a claim for the proportionate refund of the sale value of the undelivered quantity. He shall not be entitled

to claim any damages, loss of profit, interest or compensation on any other account due to such short delivery.

- 12.0 ***Re-Sale:*** Sale Offers and **delivery orders** will be made in the name of actual purchaser. However, change of consignee may be considered, on receipt of letter of authority from bidder **prior to issue of Delivery Order. Against a particular lot/ Sale Offer, only one consignee shall be made on request from the actual purchaser and request for multiple consignee against a single lot/ Sale offer shall not be entertained.**

- Custody and preservation of goods after sale shall be the sole responsibility of the buyer.
- The materials shall remain in every respect, at the risk of the purchaser from the date of Sale Offer is issued to the purchaser. The Management shall not be under any liability for the safe custody or preservation thereof from that date.
- Withdrawal of goods from sale: The Management reserves the right to withdraw, at any stage from the sale after advertising or after issue of Sale Offer/release order, any items or any quantity of the materials by number or weight without assigning any reasons thereof to the purchaser pro-rata. Sale value for the materials so withdrawn, if any paid by the buyer, will be refunded. The Management will not be responsible for any damages/loss what-so-ever to the purchaser on account of such withdrawal.

- 13.0 The Management reserves the right to dispose off any item by other means even after inviting Online Forward Auctions for sale of such materials by Online Forward Auction.

- 14.0 ***Abandoned goods:*** The purchaser must effect complete removal of the materials from the site within the date specified in the delivery order issued by the Management. In case the material is not removed in full within the specified date, delivery order for the left over quantity will be treated as cancelled. The materials so left over will be treated as "Abandoned goods", at the risk and cost of the buyer. The Management will have full right on such 'Abandoned goods' and will be entitled to resell or dispose off the same in any manner it deems fit, without any reference to the purchaser. The buyer will have no claim on materials declared as the 'Abandoned goods'.

- 15.0 ***Extension of delivery date:*** Notwithstanding the above conditions, the Management may, on consideration of the merit of the case, allow extension of the removal date. If the buyer fails to remove the full materials within the extended delivery date, the materials so left over will be treated as 'Abandoned goods' and will be dealt with as stipulated in para 14 above.

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

- 17.0 **Damage to Plant properties:** The purchaser shall be fully responsible for any loss/damages that may be done to the premises, equipments, Machineries, and other installations of the plant in the course of removing the lot/lots bought by him, and the purchaser is fully liable to reimburse to the Management the cost of the such damages. The Management fully reserves the right to recover the cost of such damages from any sum due to the purchaser.
- 18.0 **Entry passes to Plant:** Admit/Area/Gate passes are issued to the representative of the purchaser by the DIG/CISF, Bhilai Steel Plant, on the recommendation of authorized officials of MRD/Disposal Stores. The purchaser and their workers should not move about freely in the Plant or other than the location/area they are authorised to visit. Free movement of purchaser and their workers on the strength of the admit passes issued for particulars area/place is against Security Act. Purchaser are advised to enforce this requirement strictly and restrict their movement in the place/area specified in the admit passes. Non-observance of precautions under the Public Security Act, will entail action which may please be noted and also notified to the staff of the purchaser and workers. In case of necessity to proceed to an area, other than the one noted in the admit passes, it is invariably necessary to get new area added in the admit passes by the office of the issue. Any breach in the enforcement of safe custody and improper use of the passes would entail termination of the sale at any stage at the risk and cost of the purchaser.
- 19.0 **Compliance of Labour Laws Safety Rules:** During the period the purchaser's workers are employed within the Bhilai Steel Plant, Bhilai premises, they will be governed by the Labour Law and Rules, Factory Act and Rules and Bhilai Steel Plant Security Rules & Safety Rules as applicable and it shall be the responsibility of the purchaser to ensure that the statutory provisions are complied with fully.
- 20.0 **Recovery of Dues:** Any sum of money due and payable to the purchaser including security Deposit(returnable to him under this contract) may be appropriated by the Steel Authority of India Limited, Bhilai Steel Plant or Government or any other person or persons, including other Steel Plants under SAIL and adjusted against any claim of the Steel Authority of India Limited, Bhilai Steel Plant, Bhilai or Government or such other person or persons including other steel plant under SAIL for the payment of the sum of money arising out of or under any other contract / Online Forward Auction made by the purchaser/Bidder with the Steel Authority of India Limited, Bhilai Steel Plant or Government or such other person or persons including other steel plants under the Steel Authority of India Limited.
- 21.0 **Payment of Interest:** No interest will be paid on the amount paid by the purchaser and subsequently found refundable under any of the condition mentioned herein.

22.0 **Illegal Gratifications:** Any bribes, commission, gifts or advantage given, promised or offered by or on behalf of the Bidder or his partner, agent or servant of any one on their behalf to any officer, servant representative or agent of the company or any officer, servant representative or agent of the company or any person on their behalf in relation to the obtaining or to the execution of this or any other contract with the company for showing or for bearing to show favour or dis-favour to any person in relation to this or any other contracts aforesaid shall subject to the Bidder to the cancellation of this contract as aforesaid and also to payment of any loss or damage resulting from any such cancellation to the like extent.

23.0 **ARBITRATION CLAUSE:**

All questions, claims disputes or differences of any kind whatsoever arising out of or in connection with or concerning this contract, at any time, whether before or after the determination of this contract, other than questions, claims, disputes or differences for the decision of which specific provisions have been made in the foregoing clauses of these conditions (hereinafter referred to as "excepted matters" and decision on which excepted matters according to the said specific provisions shall be final and binding on the parties to this contract and shall not be re-opened or attempted to be reopened on the ground of any informality, omission, delay or error in the proceeding or on any other ground whatsoever) shall be referred by the parties hereto for the decision by a Sole Arbitrator to be appointed as thereafter mentioned.

The notice regarding the invoking of the arbitration clause shall be served by the parties hereto by registered post at their address given in the contract.

Matters in question, dispute, claim or difference other than the excepted matters in respect of this contract to be submitted to arbitration as aforesaid shall be referred for decision to a Sole Arbitrator to be appointed by the Chief Executive Officer, Bhilai Steel Plant, Steel Authority of India Limited.

In case the designation of the Chief Executive Officer is changed or his office abolished, the officer who for the time being is entrusted with the functions of the Chief Executive Officer, Bhilai Steel Plant, Steel Authority of India Limited, by whatsoever designation such officer is called shall be the person designated to appoint the sole Arbitrator. The Arbitrator so appointed shall adjudicate upon the disputes between the parties hereto. The Sole Arbitrator appointed as stated above, shall from the time of his appointment and throughout the arbitral proceedings, without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality provided that the mere fact that such Sole Arbitrator is an employee of the SAIL, Bhilai Steel Plant. Plant shall not be regarded as such circumstance. The Arbitrator shall decide the questions, claims, disputes or differences submitted to him by the parties in accordance with the substantive law for the time being in force in India.

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The Arbitrator shall hear the cases independently and impartially and shall not represent the interest of any party. The venue of the Arbitration shall be Ispat Bhawan, Bhilai Steel Plant, Durg C.G.

The question of procedure for conduct of the arbitration proceedings shall be decided by the Arbitrator in consultation with the parties before proceeding with the reference. The arbitrator may hold preparatory meeting(s) for this purpose. In the preparatory meeting(s) aforesaid the arbitrator in consultation with the parties shall also determine the manner of taking evidence, the summoning of the expert evidence and all such matters for the expeditious disposal of the arbitration proceedings. The arbitrator shall be entitled to actually incurred expenses only, in respect of preparatory meeting(s).

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

Work/supply under the contract shall be continued by the contractor/supplier, under the contract, during the arbitration proceedings and recourse to arbitration shall not be a bar to continuance for the work or supply.

- 24.0 **Legal Jurisdiction:** All kinds of Legal proceedings against M/s Steel Authority of India Limited, Bhilai Steel Plant in any matter arising out of the sale shall be triable by the appropriate Civil Court of Durg District.

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The terms and conditions of the sale by road in force, including safety stipulations.

1. BSP reserves its rights to remove a company from list of approved customers or to ban business dealings, if a company has been found to have committed misconduct as also to suspend business dealings pending investigations.
2. Speed limit of the trucks plying in the plant premises for lifting the material should be restricted to 15 KM per hour. This limit will be strictly adhered to by your drivers who will also adhere to slow and safe driving inside the Plant and Township Area.
3. The weightment taken at the Road Weigh Bridge of BSP will be final and binding for all purposes.
4. The date of delivery is the date of actual physical delivery.
5. The price applicable will be the price prevailing at the time of delivery/despatch, irrespective of the price quoted in the Sale Offer. However, in case of Tender /Auction, the price applicable will be as per the terms and conditions as stipulated in the Tender/Auction document.
6. The customer can send his representative with appropriate authority/identification letter and a copy of this Sale Offer for taking delivery.
7. Loading of any material by the customer belonging to Company which is not contracted to be sold or loading of excess material, or any wrongful and /or un authorized removal of the company's property or any attempt to do so will amount to breach of contract and company without any prejudice to remedies available in the Civil and/or Criminal Law for such act shall have the right to terminate the contract and to impose any penalty as deemed fit by Competent Authority.
8. In the event of any suspicion about wrong material being carried away by a customer or his representative, they will be asked to unload the material for investigation and customer will not be entitled in such case to any compensation with regards to any hire charges of the truck or any other expenditure incurred by the customer during loading and reloading.
9. The customer shall not make unauthorized use of company's land for any purpose including dumping of any material purchased against this Sale Offer from company's plant and/or other sources and in case of any violation of this terms/clause. Company shall reserve the right to suspend supplies against the Sale Offer and /or other Sale Offers and/or cancel the Sale Offers altogether.
10. The customer shall ensure that proper discipline and decorum is maintained by the workmen/employees employed by or through him at works and in and around the plant site of the company.
11. With regards to the work and labour directly or indirectly employed in the Works, the customer shall confirm in all respects with the provisions of the statute, ordinance or laws and the rules, regulations or bye laws brought into force by the Central and State Governments or the Local Authority from time to time and shall keep the company indemnified against all penalties and liabilities of every kind for breach of any such statute ordinance, law, rules and regulations or bye laws.
12. The Customer has to make adequate Safety arrangements for the employees/representatives and has to provide adequate Safety appliances to his employees/representatives working at loading site/inside the Plant.

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13. The customer shall be fully responsible for the safety of his workmen and employees. The customer shall however follow all instructions and directions that the Safety Engineer of the company's plant may issue from time to time in regards to safety measures and shall be responsible for all accidents however and wherever occurring in his work site are reported without delay to the Safety Engineer of company's Plant. The customer shall also assist the said officer with regards to the enquiry and implementation of the safety measures. All employees/ representatives of the customer have to undergo a safety training by our Safety Engineering Department before issue of gate passes for entry into the plant. Suitable action will be taken for violation of safety norms.
14. The customer is also responsible for the misconduct committed by his employee/representative viz. theft, impersonation, pilferage, damage to the company's property etc. and is liable for suitable penal action for the same.
15. Claims if any arising out of wrong invoicing (other than genuine arithmetical mistake) or of supply of wrong material or of any other reason should be submitted within 7 days of receipt of invoice or receipt of material as the case may be.
16. If, Tax Authority at any time charges sales tax / levies at a higher rate for any reason whatsoever the customer shall have to bear the difference of the amount of the tax so leviable /levied and pay to the company difference of tax immediately on demand.
17. All suits or proceedings relating to any dispute or claim arising out of or in the course of performance of the contract shall be found only in the appropriate Courts having jurisdiction over Bhilai Steel Plant, Bhilai and in no other Courts.
18. No claim/complaint with respect to quality/condition or fitness for any specific use of or purpose of the material shall be entertained by us.
19. Bank charges, if any shall be to buyers account.
20. No claim/complaint with respect to quality/condition or fitness for any specific use of or purpose of the material shall be entertained by us.
21. Bank charges, if any shall be to buyers account.
22. Arrangements for placement of trucks will have to be made by the buyer in consultation with the loading department before 24 (twenty four) hours of placement of trucks.
23. Safety violation w.r.t dropping/spillage/leaking of the material, health of the transporting vehicle, is liable for suitable penal action indicated by safety department. In case of hazardous material, it will be treated as major violation.
24. Customer has to abide by the Indian motor vehicle act (in force) and ensure that the transporting vehicle is in healthy condition.
25. General Instructions: The Sale Offer is subject to our terms and conditions; of the sale by road in force.

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MANDATE FORM
CUSTOMER'S OPTION TO RECEIVE E PAYMENTS THROUGH CINB FACILITY

0. CUSTOMER CODE:
1. NAME:
2. ADDRESS:
3. IT PAN:
4. PARTICULARS OF BANK ACCOUNT:
 - a) BANK NAME:
 - b) BRANCH NAME:
 - c) BRANCH ADDRESS:
 - d) BRANCH CODE:
 - e) BRANCH MICR CODE:
 - f) WHETHER BRANCH IS CORE BANKING ENABLED: YES/NO
 - g) WHETHER BRANCH IS CORPORATE INTERNET BANKING ENABLED: YES NO
 - h) IFSC CODE:
 - i) ACCOUNT TYPE: SB/CURRENT/CASH CREDIT/OTHERS
 - j) ACCOUNT NO:
(ATTACH A BLANK CANCELLED CHEQUE / PHOTOCOPY OF USED CHEQUE/
PHOTOCOPY OF FRONT PAGE OF BANK PASSBOOK / BANK STATEMENTS)
5. E-MAIL ID FOR RECEIPT OF SYSTEM GENERATED PAYMENT ADVICE:
6. DATE OF EFFECT:

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reason of incomplete or incorrect information, I would not hold Bhilai Steel Plant responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as participant under CINB scheme implemented by State Bank of India. We, further declare that we have already authorized our above named banker to allow SAIL/Bhilai Steel Plant, Bhilai to credit our above account by any amount (s) from time to time by using Corporate Internet Banking Facility of State Bank of India. I also undertake to bear the charges, if any, as levied by State Bank of India any time in future for using CINB facility by us.

NAME OF THE FIRM:

SIGNATURE OF AUTHORISED SIGNATORY

NAME:

DATE:

DESIGNATION:

SEAL

BANK CERTIFICATION:

This is to certify that the particulars furnished above are correct and complete as per our records.

Date:

Signature of Bank Manger

Name:

Seal