



STEEL AUTHORITY OF INDIA LIMITED

(A Govt. of India Enterprise)

IISCO STEEL PLANT

Mktg. Department, Burnpur Works, Burnpur-713325 (W.B.)
Regd. Office – Ispat Bhawan, Lodhi Road, New Delhi – 110003

Ref: MKTG/14-15/CCT-31(O)/OFA-342

Date: 12.12.2014

NOTICE FOR ONLINE FORWARD AUCTION OF “CRUDE COAL TAR” FROM OLD PLANT

1. “CRUDE COAL TAR” as per details given in the Auction Schedule (Annexure – A), are available for sale on “As is where is” & “No Complaints” basis through Online Forward Auction process to held on **17.12.2014 at 11.00 hrs** on the auction platform of **Mjunction Services Limited**. Inspection upto **16.12.2014 upto 17:00 hrs**.
2. Customers intending to purchase any of the lots shall have to submit the following by **17:00 hrs** of **16.12.2014** to the office of **Mjunction Services Ltd, 1st floor, Tata Centre, 43, Jawaharlal Nehru Road, Kolkata – 700071**
3. Earnest Money Deposit (EMD): of **Rs. 1,00,000/=** for participation in this forward auction of Crude Coal Tar. No interest shall accrue on EMD. Earnest Money Deposit (EMD) shall be deposited 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.com>. Bank Account details of M/s-MJUNCTION SERVICES LIMITED are as follows:

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

RTGS / NEFT facility is also available for depositing EMD. Buyers wishing to avail RTGS / NEFT facility should contact the nearest office of **mjunction services ltd** at the address mentioned at <https://auction.metaljunction.com> for details.

NB: It is not possible to adjust EMD from any other sum of money due from the plant, on account of pending bills, security deposit or EMD paid towards another tender.

Customers can opt to furnish an interest free permanent EMD of Rs. 150000/- along with present system of submitting EMD on case to case basis. Payments to be made by RTGS, demand draft, pay order or banker's cheque in favour of “SAIL- IISCO Steel Plant”, payable at BURNPUR /ASANSOL.

Those customers submitting permanent EMD need not have to deposit the EMD in the future auctions, if full permanent EMD amount (Rs. 150000/-) is available at that time. But in case of any forfeiture of EMD, the bidder has to deposit the equivalent amount before the next auction to be eligible to participate in the auction.

It is not possible to adjust permanent EMD from any other sum of money due from the plant on account of material value, pending bills, security deposit or EMD paid towards another tender/auction and no interest will be payable on permanent EMD deposited by the customers.

EMD for participating in this OFA for any / all the lots should remain valid for a minimum period of 60 days from the date of OFA (Online Forward Auction). **The EMD of the successful bidder will be adjusted with the material value against the delivery orders to be issued.** The EMD of unsuccessful bidders shall be returned immediately by M/s. Mjunction Services Pvt. Ltd. Kolkata / Burnpur.

- a. Copy of valid certificates(duly notarized) of pollution clearance certificate, manufacturing liscence,

Signature & Stamp of the bidder

Electricity bill (current), VAT/Central Sales Tax registration Certificate, PAN, SSI Registration Certificate/Certificate of the directorate of Industries consisting of notice for forward auction along with synopsis and the following documents:

- ANNEXURE A- List of Materials
- ANNEXURE B- General Terms & Conditions
- ANNEXURE C – Letter of Interest.
- ANNEXURE D – Special Terms & Conditions.
- ANNEXURE E- SAIL FA1 and definition of Key Terms.

NB: “SAIL FA1” & “Definition of Key Terms” are available at <http://auction.metaljunction.com> for reference.

4. Mjunction will provide an “user ID” and “Password” to each individual customer, who has submitted required EMD and the documents as stated above, to enable them to participate in the dynamic auctioning process of the lots of their choice to be conducted in the website <http://auction.metaljunction.com>. Before participation, the customer may obtain necessary help from Metaljunction, so as to enable them to participate in the OFA without any difficulty.
5. Bidders shall bid separately for lot(s) in unit rate in Rs. Per Metric tonne Ex -SAIL-IISCO Steel Plant, Burnpur excluding freight, levies, Excise duty, sales tax / VAT, entry tax, octroi etc, as applicable, against each lot. All duties, taxes & levies, others if any as applicable at the time of delivery shall be paid by the buyer, as extra.

6. H 1 bidder of other lots has to match the highest H 1 price received for a particular lot in the same auction to win the lot.

7. Final bids given by the “Successful Bidder” (H1 bidder) in the online auction process shall be kept **valid for 30 days from the date of online forward auction** for acceptance by the Management.
8. SAIL-IISCO Steel Plant reserves the right (with approval of competent authority, as per delegation of power) 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.
9. In case where the bids given by the customers in the OFA are not acceptable to SAIL-ISP Management, the One-Auction EMD of the Un-successful bidder(s) shall be refunded by M/s. Mjunction.
10. **Letter of Acceptance / Offer Letter** will be issued to the successful bidder(s) whose bid(s) are acceptable to the management.
11. **Security Deposit** (to be deposited lot wise at the time of advance payment by H1 bidder):---

Security deposit will be extra 2% of Material Value (Lot wise).

This extra 2% payment (lot wise) is to take care of only ‘Excess Delivery’ and ‘Any Other Receivables’, if any, by SAIL-ISP. Balance amount, if any, will be refunded after due reconciliation.

12. Full advance payment (along with Security Deposit) on the basis of indicative weight of the lot has to be made within next **4(Four) working days (up to 16.00 Hours)** of lots confirmation to H-1 bidder(s) by SAIL – ISP, Kolkata. No part payment will be accepted for such lots. Payments to be made by demand draft, pay order or banker’s cheque in favour of **“SAIL- IISCO Steel Plant”, payable at BURNPUR / ASANSOL. Failing to give payment for ANY/ALL the lot(s), Earnest Money Deposit will be forfeited without any prior intimation and the S.B. shall be debarred from participation in our auctions for a period of 3 months from the due date of payment of this auction for all items in case of first time default. Further, in case a Customer (S.B.) defaults twice within six months period, they will be debarred from participation in our auction for all items for the next 1(one) year. Extension in payment may be considered by ISP up to maximum 3 working days on payment of late payment fee @ 24% Per Annum on material value**. Payment by cash, cheque or any other instruments, except those as mentioned above, shall not be accepted. It is advisable to mention the name of the bidder, their address, phone / fax no. correctly for proper communication. SAIL- ISP shall not be responsible / liable for non-receipt of offer or any related correspondence, in case of any mistake in the communication address or contact nos. The billing will be made on the basis of actual weight recorded in delivery challan at the time of dispatch & this weighment will be treated as **Firm & Final** for necessary payment. Hence, the weighment mentioned in the delivery challan will be the only basis of charging for all final calculations with respect to that particular lot of this e-auction.

In case of delivered quantity is more than the indicative weight of that particular lot and the value of the excess

quantity is more than the already deposited Security Deposit, then the purchaser has to pay the balance amount for the excess quantity (including all duties & taxes) within next working day. Till that period the delivery challan will not be issued & the vehicle with the excess material will be retained. However SAIL-ISP is not liable to take any responsibility regarding any charges, related to the delay of the vehicle. All demurrage, wharfage charges, if any, for delay would be on account of the successful bidder(s).

In case of delivered quantity is less than the indicative weight of that particular lot, then SAIL-ISP will refund the excess amount after due reconciliation.

13. Lot wise Delivery Order (D.O.) will be issued only after receipt of full advance value (along with the Security Deposit) of the materials, lot wise (on the basis of indicative weight), including duties, taxes & levies, as applicable, for road dispatches as per clause 11.
14. In the event of failure on the part of the party to pay the due amount including duties and taxes against ANY/ALL lot(s) within the specified period, the offer letter(s) of the un-paid lot(s) will be cancelled and the **EMD of Rs.1,00,000/-** of the bidder will be forfeited, in full, without prior notice to the bidder. However, Management at its sole discretion may extend the valid period of payment beyond the due date for a maximum period of 3 (three) more days at the request of the SB. In such cases, penal interest will be charged at the rate, as decided by the Management, for the delayed period.
15. Payment terms, Penalty for delayed payments, penalty for late delivery, Issue of delivery orders, lifting of materials, forfeiture etc. shall be governed by "Special Terms & Conditions" of this OFA notice.
16. All the payments shall be in the form of Demand Draft (DD), Pay Order (PO), Banker's Cheque (BC), drawn on any scheduled bank, in favour of **"SAIL- IISCO Steel Plant", payable at BURNPUR / ASANSOL**. Payment by cash, cheque, CDR or any other instruments, except as mentioned above, shall not be accepted.

Successful bidders will have to lift the entire materials of the lot(s) on "As is where is" and "No complaint" basis regarding material quality/physical properties/chemical analysis & its uses within the specified date mentioned in the Delivery Order (D.O.). In other words, no complaint with regard to quality, quantity, specifications, chemical analysis etc. of the materials will be entertained after the highest bid has been finalized. Bidders have to make their own arrangement for transportation of materials, purchased by them, from the site of the lot(s).

18. "SAFETY MEASURES":

The lifting has to be carried out from the site directly. The customer shall have to ensure taking Tenderer's trucks adequate care so that ISP's property is not damaged. The customer and his men like the labourers, drivers of trucks, loaders have to observe all safety rules and regulations inside the works. All safety equipment and appliances are to be provided to the labourers engaged by the customer at his own cost & arrangement. The customer shall indemnify ISP against any accident or loss of life. Supply shall be subject to General terms & Conditions stipulated in this Catalogue along with SAIL FA-1.

If for any reasons beyond the control of the company all the materials offered through the online auction process or part thereof Cannot be delivered, the liability of the company will be limited only to the extent of refund of the balance amount, as applicable for the quantity not delivered.

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

- a. All taxes and duties whether local, state, central or any other shall be payable by the customer in full in addition to the sale value as applicable for each item at the prevailing rates as on the date of delivery. For all purposes, the date of invoice shall be deemed to be date of delivery. In case the customer wishes to avail of concessional rate of Sales Tax as may be applicable as per statute, the customer shall have to produce declaration in statutory forms as per rules to avail concessional rate of Sales Tax whereupon necessary refund will be made as due under the law. Otherwise sales tax at full rate will be charged.
 - a.1 In the event of dispute in regard to Excise Duty and Central Excise authorities levying additional charges for any reasons whatsoever, such duty / charge shall be payable by the customer.
 - a.2 The penalty imposed by the Excise authorities for non-observance of Excise procedure by the customer shall be borne by the customer.
 - a.3 For all the purpose the date of despatch advice will be deemed to be the date of delivery in case of road delivery.
 - a.4 Balance amount will be refunded adjusted by Finance Deptt. on receipt of Delivery Completion Report / Refund Advice.
- b. Charge of Sales Tax (VAT / CST) and issue of Statutory Forms.
 - b.1 The applicability of the tax on the sales (VAT/CST) is determined on the basis of the movement of goods. (For instance goods loaded on board for movement within West Bengal would attract VAT even though the customer is a registered dealer outside West Bengal. Similarly in case of goods being loaded on board for movement outside the State of West Bengal, CST would be chargeable even if the customer is a registered dealer under the West Bengal VAT Act).

In case the goods have to be moved outside West Bengal , the customer should declare the same at the time of bid itself and subsequently the customer should deposit the differential amount of sales tax which will be reimbursed on submission of following documents along with C-form :-

The consignee copy of RR /LR showing SAIL-ISP as the consignor and if goods are moved by road ,the copy of the way bill /ED invoice endorsed by the exit check-post of the commercial tax department of the state.

In case the above documents are not submitted by the customer ,then the amount deposited will stand adjusted.

b.2 "C - Form" against concessional inter-state sales would be issued only by the SOLD-TO customer. Under no circumstances, the Form issued by SHIP-TO customer would be accepted.

b.3 "E1 Form" would be issued only to the SOLD-TO customer against submission of "C Form" by the same. Under no circumstances, the Form would be issued to SHIP-TO customer.

b. 4 Timelines for submission of Forms / request for issue of Forms would be as below:

Submission of C Form: All "C" Forms against concessional inter-state sales must be submitted by the customers (complete in all aspects) forevery quarter by the last day of the subsequent quarter (except for the E1 customers wherein it has to be submitted within 60 days from the end of the quarter , so that E1 form can be issued well in time).Customers wishing to avail concessional CST shall be required to submit an undertaking in the standard format of ISP Burnpur where "C" FORM will be submitted subsequently by the party.

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

20. The successful bidder(s) would have to submit the following documents at the time of deposition of full sale value and security deposit.

- i) Sales tax registration certificate in case the bidder wants to avail concessional rate of Sales tax as per rules, VAT registration certificate and/or concessional form as applicable is to be submitted.
- ii) In case of partnership firms, photocopy of Registration certificate issued by the registrar of Firms and /or Partnership Deeds under the Indian Partnership Act, duly attested, are to be submitted.
- iii) In case of limited company, photocopy of Certificate of incorporation, duly attested, are to be submitted.
- iv) In case of Proprietorship concern, an Affidavit to this effect shall have to be submitted.
- v) Excise Registration Certificate along with ECC No.
- vi) Banker's name, Address, Branch & Account No. of the bidder, are to be submitted.
- vii) Self attested copy of current Income Tax clearance certificate with PAN/GIR may be asked for. However, self attested copy of last Income Tax return filed (with stamp & date of I.T. department) is to be enclosed
- viii) *Necessary authorization letter for collecting delivery order and lifting materials from plant has to be submitted separately in quadruplicate while making payments*

Note:

- (i) SAIL-ISP reserves the right to call for original documents for verification and /or additional documents, if considered necessary at a later stage.
- (ii) SAIL-ISP / Mjunction reserves the right to cancel any offer, in case of non submission of any or all the above documents, at its sole discretion.
- (iii) Applicability of Sales tax / VAT & other concessions to actual users would be as per prevalent rule. Tax at full rate will be charged if appropriate form is not submitted in time.

22. Road Despatch Procedure : ISP's standard road dispatch procedure given in the enclosed ANNEXURE - E

Dy. General Manager (MM) Mktg
SAIL-IISCO Steel Plant.

SYNOPSIS OF CATALOGUE

OFA Number	MKTG/14-15/CCT-31(O)/OFA-342 Date: 12.12.2014
OFA Date & Time	17.12.2014, 11:00 Hrs onwards.
Item Description	As per enclosed list on “AS IS WHERE IS” & “NO COMPLAINT” basis, based on current generation and future arising.
Item Specification	CRUDE COAL TAR As Per Annexure-A
Quantity & No. of Lots	As Per Annexure-A The indicative weight is binding for advance payment, but final payment should be on the basis of actual weighment at the time of dispatch. H 1 bidder of other lots has to match the highest H 1 price received for a particular lot in the same auction to win the lot.
EMD Amount & Last Date of submission of duly signed auction catalogue	Non-interest bearing Earnest Money Deposit (EMD) of Rs. 1,00,000/= for One-auction participation. EMD to be submitted on or before 17:00 hrs. of 16.12.2014 along with catalogue, duly signed & stamped on each page and notarized copy of certificate Customers can opt to furnish an interest free permanent EMD of Rs. 150000/- along present system of submitting EMD on case to case basis. Payments to be made by demand draft, pay order or banker's cheque in favour of “SAIL- IISCO Steel Plant payable at BURNPUR /ASANSOL.
Taxes and Duties	Excise Duty ,CST, VAT etc. as legally applicable shall be payable by the customer.
Mode of Payment	All payments are to be made in form of DD/PO/ Banker's cheque in favor of “SAIL- IISCO Steel Plant”, payable at BURNPUR / ASANSOL.
Payment Schedule	100% of the total sale value (on the basis of indicative weight of lot) along with extra 2% of Total Sale Value as Security Deposit within next 4 working days upto 16:30 hrs of SAIL-ISP's lot confirmation to the H1 bidder. Payment / Refund towards the excess / shortage quantity with respect to mentioned lot quantity will be governed by OFA Document.
Lifting Time	As per ANNEXURE- A.(subject to operational conditions at plant, delivery time may be extended) Loading will be done by SAIL ISP with the available facilities at the plant. However arrangement for road transportation by road-tankers of the same in the vehicles of S.B. has to be done by S.B. at his own cost and risk. Gate timings for entry & exit of transporters vehicles will be as follows: Entry : 6.00 A.M. to 12.00 Noon (except 7.30 A.M. to 8.00 A.M.) Exit : 2.00 P.M. to 6.00 P.M. (except 5.00 P.M. to 5.30 P.M.) Operation Timing Weigh Bridge : Opening -6.00A.M. Closing :5.00 P.M
Extension in delivery period	On customer's request extension in delivery period will be considered as follows :- i) In case the customer fails to complete delivery of material within delivery period mentioned in the D.O, the extension in delivery period may be allowed by ISP against payment of penalty @0.25% per day of the material value of balance quantity of the delivery order provided that the customer has lifted 50% of the Delivery Order Quantity within the Validity period of delivery order. If the customer fails to lift less than 50% of the Delivery Order Quantity within the validity period of Delivery Order, penalty @0.5 % per day of the material value of balance quantity of the delivery order will be imposed. The extension in D.O validity period will be allowed only once and the period of extension will not exceed the original Validity period of Delivery Order. Failing to lift the material even after one extension will result in forfeiture of the balance material value. However, the extension of validity period is sole prerogative of ISP. ii) In case the delay in delivery of material is not attributable to the party, which the executing department has to certify, extension in delivery period may be allowed without penalty.
Terms & Conditions	General Terms & Conditions of sale as per SAIL FA-1 guideline.
Contact Persons	Shri S. Bhattacharya, DGM (Mktg.) SAIL- ISP, BURNPUR Tel -0341-2240567 Shri A. Ranjan, AGM (MM, Mktg), SAIL- ISP, BURNPUR, M:9434776516 Shri Subrata Ghosal, Asst. Mgr.(MM) Mktg., M : 9434776542 Shri AK Azad, (Mjunction, BURNPUR Mobile Ph. No. 9163348128 Shri Sudipta Mukherjee (Mjunction, Kolkata – Tel 033 22882606, Mob-9163348124) Shri Gitymoy Mukherjee - 8584008196

- 1.1 The parties quoting in this auction must have valid following documents which are to be submitted to Mjunction along with EMD and other mentioned documents for getting eligibility to participate -
Copy of valid certificates(duly notarized) of pollution clearance certificate, manufacturing license, Electricity bill (current), VAT/Central Sales Tax registration Certificate, PAN,SSI Registration Certificate/Certificate of the directorate of Industries
- 1.2 No change in the name of the consignee shall be permissible.

For further details please log on to www.metaljunction.com Visit us at www.sail.co.in, Please go through the terms & conditions for further details.

Signature & Stamp of the bidder

MKTG/14-15/CCT-31(O)/OFA-342**Date: 12.12.2014****MATERIAL- CRUDE COAL TAR****Date of OFA: 17.12.2014****Time of OFA: From 11:00 Hrs****MATERIAL: CRUDE COAL TAR****LOCATION: CO & CC, OLD PLANT, SAIL-ISP BURNPUR WORKS****QUANTITY: AS MENTIONED BELOW ON “AS IS WHERE IS” AND “NO COMPLAINT” BASIS AND BASED ON CURRENT GENERATION AND FUTURE ARISING.****LIFTING: (Lot wise)**
PERIOD: As Mentioned Below

Lot No.	Item Description	Qty.	Unit	Lifting Period	Location	Remarks
1	Crude Coal Tar	60	MT	10 Days	CO & CC, OLD PLANT	Pl. see NOTE 2
2	Crude Coal Tar	60	MT	10 Days	CO & CC, OLD PLANT	Pl. see NOTE 2
3	Crude Coal Tar	60	MT	10 Days	CO & CC, OLD PLANT	Pl. see NOTE 2
4	Crude Coal Tar	60	MT	10 Days	CO & CC, OLD PLANT	Pl. see NOTE 2
5	Crude Coal Tar	60	MT	10 Days	CO & CC, OLD PLANT	Pl. see NOTE 2
6	Crude Coal Tar	60	MT	10 Days	CO & CC, OLD PLANT	Pl. see NOTE 2
7	Crude Coal Tar	60	MT	10 Days	CO & CC, OLD PLANT	Pl. see NOTE 2
8	Crude Coal Tar	60	MT	10 Days	CO & CC, OLD PLANT	Pl. see NOTE 2
9	Crude Coal Tar	60	MT	10 Days	CO & CC, OLD PLANT	Pl. see NOTE 2
10	Crude Coal Tar	60	MT	10 Days	CO & CC, OLD PLANT	Pl. see NOTE 2

NOTE: 1 The parties quoting in this auction must have valid following documents which are to be submitted to Mjunction along with EMD and other mentioned documents for getting eligibility to participate - Copy of valid certificates(duly notarized) of pollution clearance certificate, manufacturing license, Electricity bill (current), VAT/Central Sales Tax registration Certificate, PAN,SSI Registration Certificate/Certificate of the directorate of Industries .No change in the name of the consignee shall be permissible.

NOTE : 2 H 1 bidder of other lots has to match the highest H 1 price received for a particular lot in the same auction to win the lot.

NOTE USE OF MOBILE WILL NOT BE ALLOWED WHILE DRIVING TRUCKS /TRAILERS / CRANES etc. WITHIN THE FACTORY FAILING WHICH APPROPRIATE ACTION CAN BE TAKEN BY THE COMPANY

Signature & Stamp of the bidder

MKTG/14-15/CCT-31(O)/OFA-342**Date: 12.12.2014****GENERAL TERMS & CONDITIONS**

1. The materials as per **Annexure A** are available on **“AS IS WHERE IS”** & **“NO COMPLAINT”** basis at, SAIL- ISP Burnpur, for sale through online forward auction.

Customers, intending to bid for any of the lot(s), shall have to submit to any branch of Mjunction, a letter of interest in prescribed format as well as to submit a copy each, duly signed, of the Annexure A, B, C, D, E which are available with Mjunction along with copy of **valid certificates(duly notarized) of pollution clearance certificate, manufacturing licence, Electricity bill (current), VAT/Central Sales Tax registration Certificate, PAN,SSI Registration Certificate/Certificate of the directorate of Industries.**

No change in the name of the consignee shall be permissible. “SAIL FA1” & “Definition of Key Terms” are available at <http://auction.metaljunction.com> for reference.

2. Earnest Money Deposit (EMD) :- **Rs.1,00,000/=** (As mentioned in clause-3, page-1) for participation in this forward auction of **CRUDE COAL TAR**. No interest shall accrue on EMD. One-auction EMD for participating in this OFA of any/all the lots should remain valid for a minimum period of 60 days from the date of OFA. **The EMD of the successful bidder will be adjusted with the material value against the delivery orders to be issued.**

Customers can opt to furnish an interest free permanent EMD of Rs. 150000/- along with present system of submitting EMD on case to case basis. Payments to be made by RTGS, demand draft, pay order or banker's cheque in favour of “SAIL- IISCO Steel Plant”, payable at BURNPUR /ASANSOL.

Those customers submitting permanent EMD need not have to deposit the EMD in the future auctions, if full permanent EMD amount (Rs. 150000/-) is available at that time. But in case of any forfeiture of EMD, the bidder has to deposit the equivalent amount before the next auction to be eligible to participate in the auction. It is not possible to adjust permanent EMD from any other sum of money due from the plant on account of material value, pending bills, security deposit or EMD paid towards another tender / auction and no interest will be payable on permanent EMD deposited by the customers.

3. Basis of bidding will be **Rs. Per Metric tonne ex- SAIL-ISP Burnpur** for the complete individual lot on **“AS IS WHERE IS”** & **“NO COMPLAINT”** basis. Bids will remain valid for acceptance by SAIL-ISP for 30 days from the date of auction. Each lot of paragraph (1) above should be treated as a separate unit for the purpose of bidding / deciding the OFA. The price(s) once accepted shall remain firm till completion of lifting by “SB” within the validity period of the contract / order failing which penal action will be taken as per **clause no. 7 & 8 of Annexure D**

4. **DELIVERY TERMS:**

- i) Materials are being offered on **“As is where is”** & **“No Complaint”** basis. All materials offered against this e-auction will be governed by the terms of this auction.
- ii) Materials shall be offered for delivery ex-SAIL-ISP Burnpur for delivery by Road.
- iii) Loading has to be done in such a way that the Gross weight of the vehicle does not exceed the capacity of vehicle mentioned in the Vehicle Registration Book. Customers should refrain from loading of material over and above the capacity of vehicles and in case of any lapses, ISP will not be held responsible in this regard.

5. Transportation of the material from its location will be at customer's own cost, risk & arrangement.

6. **H 1 Bidder of other lots has to match the highest H 1 price received for a particular lot in the same auction to win the lot.**

7. **Security Deposit** (to be deposited lot wise at the time of advance payment by H1 bidder) :--

Security deposit will be extra **2% of Material Value** (Lot wise).

8. This extra 2% payment (lot wise) is to take care of only 'Excess Delivery' and 'Any Other Receivables', if any, by SAIL-ISP. Balance amount, if any, will be refunded after due reconciliation.

8. Full advance payment (along with Security Deposit) on the basis of indicative weight of the lot has to be made **within next 4 (Four) working days (up to 16.00 Hours)** of lots confirmation to H-1 bidder(s) by SAIL – ISP, Kolkata. No part payment will be accepted for such lots. Payments to be made by demand draft, pay order or banker's cheque in favour of **"SAIL- IISCO Steel Plant", payable at BURNPUR /ASANSOL. Failing to give payment for ANY/ALL the lot(s), Earnest Money Deposit will be forfeited without any prior intimation and the S.B. shall be debarred from participation in our auctions for a period of 3 months from the due date of payment of this auction for all items in case of first time default. Further, in case a Customer (S.B.) defaults twice within six months period, they will be debarred from participation in our auction for all items for the next 1(one) year. Extension in payment may be considered by ISP up to maximum 3 working days on payment of late payment fee @ 24% Per Annum on material value.** Payment by cash, cheque or any other instruments, except those as mentioned above, shall not be accepted. It is advisable to mention the name of the bidder, their address, phone / fax no. correctly for proper communication. SAIL- ISP shall not be responsible / liable for non-receipt of offer or any related correspondence, in case of any mistake in the communication address or contact nos. The billing will be made on the basis of actual weight recorded in delivery challan at the time of dispatch & this weightment will be treated as **Firm & Final** for necessary payment. Hence, the weightment mentioned in the delivery challan will be the only basis of charging for all final calculations with respect to that particular lot of this e-auction.

In case of delivered quantity is more than the indicative weight of that particular lot and the value of the excess quantity is more than the already deposited Security Deposit, then the purchaser has to pay the balance amount for the excess quantity (including all duties & taxes) within next working day. Till that period the delivery challan will not be issued & the vehicle with the excess material will be retained. However SAIL-ISP is not liable to take any responsibility regarding any charges, related to the delay of the vehicle. All demurrage, wharfage charges, if any, for delay would be on account of the successful bidder(s).

In case of delivered quantity is less than the indicative weight of that particular lot, then SAIL-ISP will refund the excess amount after due reconciliation.

9. In the event of failure on the part of the party to pay the due amount including duties and taxes against ANY/ALL lot(s) within the specified period, the offer letter(s) of the un-paid lot(s) will be cancelled and the **EMD Rs.1,00,000/=** of the bidder will be forfeited, in full, without prior notice to the bidder. However, Management at its sole discretion may extend the valid period of payment beyond the due date for a maximum period of 3 (three) more days at the request of the S.B. In such cases, penal interest will be charged at the rate, as decided by the Management, for the delayed period.

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

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

a.1 In the event of dispute in regard to Excise Duty and Central Excise authorities levying additional charges for any reasons whatsoever, such duty / charge shall be payable by the customer.

a.2 The penalty imposed by the Excise authorities for non-observance of Excise procedure by the customer shall be borne by the customer.

a.3 For all the purpose the date of despatch advice will be deemed to be the date of delivery in case of road delivery.

a.4 Balance amount will be refunded adjusted by Finance Deptt. on receipt of Delivery Completion Report / Refund Advice.

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

Signature & Stamp of the bidder

b.1 The applicability of the tax on the sales (VAT/CST) is determined on the basis of the movement of goods. (For instance goods loaded on board for movement within West Bengal would attract VAT even though the customer is a registered dealer outside West Bengal. Similarly in case of goods being loaded on board for movement outside the State of West Bengal, CST would be chargeable even if the customer is a registered dealer under the West Bengal VAT Act).

In case the goods have to be moved outside West Bengal, the customer should declare the same at the time of bid itself and subsequently the customer should deposit the differential amount of sales tax which will be reimbursed on submission of following documents along with C-form :-

The consignee copy of RR /LR showing SAIL-ISP as the consignor and if goods are moved by road, the copy of the way bill /ED invoice endorsed by the exit check-post of the commercial tax department of the state.

In case the above documents are not submitted by the customer, then the amount deposited will stand adjusted.

b.2 "C - Form" against concessional inter-state sales would be issued only by the SOLD-TO customer. Under no circumstances, the Form issued by SHIP-TO customer would be accepted.

b.3 "E1 Form" would be issued only to the SOLD-TO customer against submission of "C Form" by the same. Under no circumstances, the Form would be issued to SHIP-TO customer.

b. 4 Timelines for submission of Forms / request for issue of Forms would be as below:

Submission of C Form: All "C" Forms against concessional inter-state sales must be submitted by the customers (complete in all aspects) for every quarter by the last day of the subsequent quarter (except for the E1 customers wherein it has to be submitted within 60 days from the end of the quarter, so that E1 form can be issued well in time). Customers wishing to avail concessional CST shall be required to submit an undertaking in the standard format of ISP Burnpur where "C" FORM will be submitted subsequently by the party.

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

11. RESALE: Resale will not be organized by the management. Offer Letter and orders will be made out only in the name of actual purchaser (H-1 bidder).

12. "SAFETY MEASURES":

The lifting has to be carried out from the site directly. The customer shall have to ensure taking Tenderer's trucks adequate care so that ISP's property is not damaged. The customer and his men like the labourers, drivers of trucks, loaders have to observe all safety rules and regulations inside the works. All safety equipment and appliances are to be provided to the labourers engaged by the customer at his own cost & arrangement. The customer shall indemnify ISP against any accident or loss of life. Supply shall be subject to General terms & Conditions stipulated in this Catalogue along with SAIL FA-1.

13. WITHDRAWAL OF GOODS FROM SALE:

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

(b) SAIL - ISP 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. SAIL- ISP will not be contractually bound to offer / sell the material to the H1 bidder(s) under all/any circumstances.

14. ABANDONED GOODS: The customer must effect complete removal of the goods from the site within the specified time. In case goods are not removed in full within the specified/extended date, release order / delivery

Signature & Stamp of the bidder

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 - ISP 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 initial deposits and the price, if any, paid by the purchaser, they(Purchaser) shall further be held liable for all commission and other charges and losses suffered by the Management, which may be sued for & recovered in a Court of Law.

15. **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 favour or disfavour to any person shall be resulting into the cancellation of this contract

16. **FORCE MAJEURE:**

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 - ISP 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.

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.

17. **CONCILIATORY BODY:** In case of any dispute & prior to appointment of Arbitrator, the point of dispute will be reviewed by a conciliatory body which will be formed with one representative from Plant / Unit of SAIL, one representative of the party and a representative of Legal Cell of respective Plant / Unit

18. **ARBITRATION:**

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 hereinafter mentioned.

The notice regarding the invoking of the arbitration clause shall be served by the parties hereto by registered post / courier 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 Chief Executive of the Plant / Unit in which arbitration is invoked.

In case the designation of the Chief Executive is changed or his office abolished, the officer who for the time being is entrusted with the functions of the Chief Executive, SAIL-ISP 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,

Plant / Unit shall not be regarded as such circumstance. The arbitrator shall decide the questions, claims, disputes or differences submitted to him by the parties in accordance with the substantive law for the time being in force in India.

The arbitrator shall hear the cases independently and impartially and shall not represent the interest of any party.

The venue of arbitration shall be decided by the arbitrator.

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 necessary for the expeditious disposal of the arbitration proceedings. The arbitrator shall be entitled to actually incurred expenses only, in respect of preparatory meeting(s).

The provisions of the arbitration and conciliation act, 1996 and the rules framed there under, if any, and all modifications / amendments thereto shall deem to apply and / or be incorporated in this contract as and when such modifications / amendments to the act / rules are carried out.

19 JURISDICTION OF COURT:

All suits and legal proceedings by or against SAIL - ISP in any matter arising out of the auction through internet shall be subjected to the exclusive jurisdiction of the Court at Kolkata and will be governed in accordance with the laws of India.

**Dy. General Manager (MM) Mktg
SAIL-IISCO Steel Plant.**

Pls mail us the LOI at ayan.debnath@mjunction.in or LOI@mjunction.in

For EMD Refund pls mail us at emdrefund@mjunction.in

ANNEXURE – C

Date: _____

Ref: _____

LETTER OF INTEREST

To
Dy General Manager (MM, Mktg)
Burnpur Mktg Department
Old Material, Building
SAIL- IISCO Steel Plant
BURNPUR- 713325 (W.B)

THROUGH: **M/s. Mjunction Services Limited**
REF. : Online Forward Auction vide Auction Notice No. –
MKTG/14-15/CCT-31(O)/OFA-342 Date: 12.12.2014
Date of Auction: 17.12.2014 at 11.00 Hrs
Last date of submission of EMD: 16.12.2014 up to 17.00 Hrs

Dear Sir,

(1) We are interested in participating in the Online Forward Auction notified vide your notice under reference "**Crude Coal Tar**" Ex SAIL-ISP Burnpur and lifting to be done ex SAIL-ISP Burnpur . We also agree to abide by all the instructions contained in the indicated Online Forward Auction Catalogue below, General Rules and Regulations governed in Conduct of Online Auction, invitation to online forward auction notice, your special terms and conditions , your General Terms and Conditions and ISP's standard road dispatch procedure for Sale of Material by SAIL-ISP, Burnpur.

(2) We are hereby submitting the applicable "**One-Auction EMD**" of **Rs. 1,00,000/= (Rupees One lakh only)** as per following details-

a) By NEFT / RTGS vide UTR No: Dated:

(OR)

b) By direct transfer from the HDFC Bank account to **MJUNCTION SERVICES LIMITED** as per below mentioned details:-

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

OR

We are hereby submitting the applicable "**Permanent EMD**" of **Rs. 1,50,000/= (Rupees One lakh fifty thousand only)** as per following details-

a) By DD / PO: Dated:..... in favour of "**SAIL – IISCO Steel Plant**" , payable at **Burnpur/Asansol** for participating in the above mentioned Online Forward Auction only.

(OR)

b) By NEFT / RTGS vide UTR No: Dated:

(3) We agree to offer our **best bid** in **Rupees per MT ex works of SAIL-ISP Burnpur** for each lot separately in the auction process, exclusive of Central Excise Duty with Cess , Sales Tax, Royalty and other Statutory Levies if any, as applicable and hold the same valid for **30 days** for acceptance of the bid from the date of e-Auction.

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

Name of the Company :
Address of the Company :
USER ID :
Name of the contact person :
Mobile No. :
Contact Telephone Nos :
FAX No. :
E-mail Particulars :

Enclosure: 1) Annexure A, B, D & Invitation to OFA duly stamped & signed on each page.

2) Notarized Copy of Fertilizer license, Trade License, along with VAT registration certificate & PAN

Yours faithfully,

Place: _____

Name and Signature of authorized Person.

For M/S _____

Date: _____

(With Company's Seal)

Signature & Stamp of the bidder

FORMAT FOR CUSTOMER MASTER (This must be filled up by the customer)

1. CUSTOMER NAME:
2. CUSTOMER ADDRESS:
3. CONSIGNEE NAME :
4. CONSIGNEE ADDRESS:
5. PAN NO:
6. VAT NO:
7. TIN NO:
8. CST NO:
9. ECC NO:
10. CONTACT PERSON & MOBILE NO:
11. E-MAIL ID:
12. FAX NO:
13. STATUS: COMPANY / NON COMPANY
14. ORGANISATION TYPE: GOVT. / PSU / PVT / RLY / IPT / SUBSY
15. BANK NAME:
16. BANK A/C NO:
17. BANK BRANCH:
18. IFSC CODE:
ANY OTHER INFORMATION:

NAME & SIGN OF THE APPLICANT:

COMPANY SEAL

(PROOF OF PAN /VAT /ECC /BANK DETAILS MUST BE ENCLOSED, IF PAN CARD IS NOT IN THE NAME OF CUSTOMER, OWNERS PROOF IS REQUIRED

I Successful bidders would have to submit the following documents at the time of making payment :-

- i) In case of partnership firms, photocopy of Registration certificate issued by the registrar of Firms and /or Partnership Deeds under the Indian Partnership Act, duly self attested, are to be submitted.**
- ii) In case of limited company, photocopy of Certificate of incorporation, duly self attested, are to be submitted.**
- iii) In case of Proprietorship concern, an Affidavit to this effect shall have to be submitted.**
- iv) Banker's name, Address, Branch & Account No. of the bidder, are to be submitted.**
- v) Self attested copy of current Income Tax clearance certificate with PAN/GIR may be asked for. However, self attested copy of last Income Tax return filed (with stamp & date of I.T. department) is to be enclosed.**
- vi) Necessary authorization letter for collecting Delivery Order and lifting materials from Plant has to be submitted separately in quadruplicate while making payment.**

SPECIAL TERMS & CONDITIONS

1. MATERIAL DESCRIPTION:

- 1.1 Lot No., description of materials, quantity etc. shall be as per “Annexure – A” of the OFA document. The “SB” will have to accept the respective lots on “AS IS WHERE IS” & “NO COMPLAINT” basis without leaving behind any material.
- 1.2 The OFA sales being on “AS IS WHERE IS” and “NO COMPLAINT” basis, no guarantee regarding material quality etc. and its usage is given by SAIL-ISP. The bidders may bear this in mind while bidding the rates.
- 1.3 The parties quoting in this auction must have valid following documents which are to be submitted to Mjunction along with EMD and other mentioned documents for getting eligibility to participate -
Copy of valid certificates(duly notarized) of pollution clearance certificate, manufacturing licence, Electricity bill (current), VAT/Central Sales Tax registration Certificate, PAN,SSI Registration Certificate/Certificate of the directorate of Industries.
No change in the name of the consignee shall be permissible.

- 1.4 H 1 bidder of other lots has to match the highest H 1 price received for a particular lot in the same auction to win the lot.

2. EARNEST MONEY:

(A) Bidders have to submit Earnest Money Deposit (EMD) of Rs.1,00,000 /- (As mentioned in clause-3, page-1) for participation in this forward auction of Crude Coal Tar. No interest shall accrue on EMD. EMD has to be deposited / submitted to **M/s. Mjunction Services Ltd, on or before the specified date and time.** EMD for participating in this OFA for any / all the lots should remain valid for a minimum period of 60 days from the date of OFA. **The EMD of the successful bidder will be adjusted with the material value against the delivery orders to be issued.** The EMD of unsuccessful bidders shall be returned immediately by M/s. Mjunction Services Pvt. Ltd.

Customers can opt to furnish an interest free permanent EMD of Rs. 150000/- along with present system of submitting EMD on case to case basis. Payments to be made by RTGS, demand draft, pay order or banker's cheque in favour of “SAIL- IISCO Steel Plant”, payable at BURNPUR /ASANSOL.

Those customers submitting permanent EMD need not have to deposit the EMD in the future auctions, if full permanent EMD amount (Rs. 150000/-) is available at that time. But in case of any forfeiture of EMD, the bidder has to deposit the equivalent amount before the next auction to be eligible to participate in the auction.

It is not possible to adjust permanent EMD from any other sum of money due from the plant on account of material value, pending bills, security deposit or EMD paid towards another tender/auction and no interest will be payable on permanent EMD deposited by the customers.

- (B) In the event of failure on the part of the party to pay the due amount including duties and taxes against any/all lot(s) within the specified period, the offer letter(s) of the un-paid lot(s) will be cancelled and the **EMD (Rs. 1,00,000/=)** of the bidder will be forfeited, in full, without prior notice to the bidder. However, Management at its sole discretion may extend the valid period of payment beyond the due date for a maximum period of 3 (more) more days at the request of the S.B. In such cases, penal interest will be charged at the rate, as decided by the Management, for the delayed period.
- (C) No interest shall be payable on earnest money deposit (EMD) amount. Payment of EMD by cash, cheque or any other instrument, except those as mentioned above, shall not be accepted.

3. RATES:

(A) The rate should be quoted in **Rs. Per MT, ex SAIL- ISP Burnpur**, of material per Lot separately as asked for in the auction catalogue. Quoted rate should be exclusive of Excise duty, Sales Tax / VAT & any other Statutory levies, taxes & duties that may be applicable on the date of delivery shall be charged extra.

(B) **Taxes & Duties:** The Bidders must note that the bids are on Rupees per ton basis exclusive of excise duty, CST, VAT and other charges.

- a. All taxes and duties whether local, state, central or any other shall be payable by the customer in full in addition to the sale value as applicable for each item at the prevailing rates as on the date of delivery. For all purposes, the date of invoice shall be deemed to be date of delivery. In case the customer wishes to avail of

concessional rate of Sales Tax as may be applicable as per statute, the customer shall have to produce declaration in statutory forms as per rules to avail concessional rate of Sales Tax whereupon necessary refund will be made as due under the law. Otherwise sales tax at full rate will be charged.

a.1 In the event of dispute in regard to Excise Duty and Central Excise authorities levying additional charges for any reasons whatsoever, such duty / charge shall be payable by the customer.

a.2 The penalty imposed by the Excise authorities for non-observance of Excise procedure by the customer shall be borne by the customer.

a.3 For all the purpose the date of despatch advice will be deemed to be the date of delivery in case of road delivery.

a.4 Balance amount will be refunded adjusted by Finance Deptt. on receipt of Delivery Completion Report / Refund Advice.

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

b.1 The applicability of the tax on the sales (VAT/CST) is determined on the basis of the movement of goods. (For instance goods loaded on board for movement within West Bengal would attract VAT even though the customer is a registered dealer outside West Bengal. Similarly in case of goods being loaded on board for movement outside the State of West Bengal, CST would be chargeable even if the customer is a registered dealer under the West Bengal VAT Act).

In case the goods have to be moved outside West Bengal, the customer should declare the same at the time of bid itself and subsequently the customer should deposit the differential amount of sales tax which will be reimbursed on submission of following documents along with C-form :-

The consignee copy of RR /LR showing SAIL-ISP as the consignor and if goods are moved by road, the copy of the way bill /ED invoice endorsed by the exit check-post of the commercial tax department of the state.

In case the above documents are not submitted by the customer, then the amount deposited will stand adjusted.

b.2 "C - Form" against concessional inter-state sales would be issued only by the SOLD-TO customer. Under no circumstances, the Form issued by SHIP-TO customer would be accepted.

b.3 "E1 Form" would be issued only to the SOLD-TO customer against submission of "C Form" by the same. Under no circumstances, the Form would be issued to SHIP-TO customer.

b. 4 Timelines for submission of Forms / request for issue of Forms would be as below:

Submission of C Form: All "C" Forms against concessional inter-state sales must be submitted by the customers (complete in all aspects) for every quarter by the last day of the subsequent quarter (except for the E1 customers wherein it has to be submitted within 60 days from the end of the quarter, so that E1 form can be issued well in time). Customers wishing to avail concessional CST shall be required to submit an undertaking in the standard format of ISP Burnpur where "C" FORM will be submitted subsequently by the party.

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

(C) Any conditional catalogue papers will be rejected. Bidder will have to bid as called for in the auction catalogue.

Undesired conditions, limiting conditions, conditions regarding quality, quantity, slabs, destination, dispatch point etc. will not enable the customer to bid.

4. **QUANTITY:** Quantity indicated in the auction catalogue is the indicative quantity (lot wise). However actual delivered weight at the time of despatch is final for all calculation / documentation and binding for payment against a

Signature & Stamp of the bidder

particular Lot.

5. **INSPECTION:** Bidders are advised to inspect the materials at SAIL ISP Burnpur works before participating in the auction. Bidders by submitting the online quotation shall be deemed to have fully familiarized themselves about the quality / condition of the materials and related activities defined in the OFA documents and Terms & Conditions of the contract. The bidders should fully satisfy themselves of their capabilities to undertake and perform the job. No complaint in any respect shall be entertained by management afterwards.

6. **Security Deposit** (to be deposited lot wise at the time of advance payment by H1 bidder):---

Security deposit will be extra 2% of Material Value (Lot wise).

This extra 2% payment (lot wise) is to take care of only 'Excess Delivery' and 'Any Other Receivables', if any, by SAIL-ISP. Balance amount, if any, will be refunded after due reconciliation.

7. **Payment:** Full advance payment (along with Security Deposit) on the basis of indicative weight of the lot has to be made within next **4 (four) working days (up to 16.00 Hours)** of lots confirmation to H-1 bidder(s) by SAIL – ISP, Burnpur. No part payment will be accepted for such lots. Payments to be made by demand draft, pay order or banker's cheque in favour of **"SAIL- IISCO Steel Plant", payable at BURNPUR / ASANSOL.** **Failing to give payment for ANY/ALL the lot(s), Earnest Money Deposit will be forfeited without any prior intimation and the S.B. shall be debarred from participation in our auctions for a period of 3 months from the due date of payment of this auction for all items in case of first time default. Further, in case a Customer (S.B.) defaults twice within six months period, they will be debarred from participation in our auction for all items for the next 1(one) year. Extension in payment may be considered by ISP up to maximum 3 working days on payment of late payment fee @ 24% Per Annum on material value.** Payment by cash, cheque or any other instruments, except those as mentioned above, shall not be accepted. It is advisable to mention the name of the bidder, their address, phone / fax no. correctly for proper communication. SAIL- ISP shall not be responsible / liable for non-receipt of offer or any related correspondence, in case of any mistake in the communication address or contact nos. The billing will be made on the basis of actual weight recorded in delivery challan at the time of dispatch & this weighment will be treated as **Firm & Final** for necessary payment. Hence, the weighment mentioned in the delivery challan will be the only basis of charging for all final calculations with respect to that particular lot of this e-auction.

In case of delivered quantity is more than the indicative weight of that particular lot and the value of the excess quantity is more than the already deposited Security Deposit, then the purchaser has to pay the balance amount for the excess quantity (including all duties & taxes) within next working day. Till that period the delivery challan will not be issued & the vehicle with the excess material will be retained. However SAIL-ISP is not liable to take any responsibility regarding any charges, related to the delay of the vehicle. All demurrage, wharfage charges, if any, for delay would be on account of the successful bidder(s).

In case of delivered quantity is less than the indicative weight of that particular lot, then SAIL-ISP will refund the excess amount after due reconciliation.

9. **DELIVERY:** Delivery order will be issued only after the receipt of full value of the lot wise material (along with the Security Deposit) by SAIL-ISP. The material shall be allowed to lift, based on the delivery order. Successful bidder(s) / buyer has to lift the entire quantity of the lot sold within the delivery period stipulated in the D. O. / extended delivery period, if any and in the event of any failure to lift the entire lot within the delivery period/extended delivery period, the value of unlifted material and Security Deposit will be forfeited.

Extension in Delivery Period- On customer's request extension in delivery period will be considered as follows :-

i) In case the customer fails to complete delivery of material within delivery period mentioned in the D.O, the extension in delivery period may be allowed by ISP against payment of penalty @ 0.25% per day of the material value of balance quantity of the delivery order provided that the customer has lifted 50% of the Delivery Order Quantity within the Validity period of delivery order.

If the customer fails to lift less than 50% of the Delivery Order Quantity within the validity period of Delivery Order, penalty @ 0.5 % per day of the material value of balance quantity of the delivery order will be imposed.

The extension in D.O validity period will be allowed only once and the period of extension will not exceed the original Validity period of Delivery Order. Failing to lift the material even after one extension will result in forfeiture of the balance material value. However, the extension of validity period is sole prerogative of ISP.

ii) In case the delay in delivery of material is not attributable to the party, which the executing department has to certify, extension in delivery period may be allowed without penalty.

Delivery shall be by Road and arrangement of transportation is to be done by the customer at their own cost & risk. Loading shall be arranged free of cost by SAIL-ISP. Gate timings for Entrance & Exit of Transporters' Vehicles as follows:-

Entry : 6.00 A.M. to 12.00 Noon

Exit : 2.00 P.M. to 6.00 P.M.

Operation timing of Weigh Bridge : Opening -6.00A.M. Closing :5.00 P.M.

No pick and choose in any form shall be allowed while lifting of the materials, which will be loaded in tankers as per convenience of the company.

09. CONTRACT EXECUTING AGENCY:

Contract executing agency shall be GM(Coke Oven), SAIL-ISP, Burnpur works, or any other executive(s) nominated by him whose decision regarding day to day loading programme, and all other related activities shall be final and binding on "S.B".

10. "SAFETY MEASURES":

The lifting has to be carried out from the site directly. The customer shall have to ensure taking Tenderer's trucks adequate care so that ISP's property is not damaged. The customer and his men like the labourers, drivers of trucks, loaders have to observe all safety rules and regulations inside the works. All safety equipment and appliances are to be provided to the labourers engaged by the customer at his own cost & arrangement. The customer shall indemnify ISP against any accident or loss of life. Supply shall be subject to General terms & Conditions stipulated in this Catalogue along with SAIL FA-1.

11. LIABILITY:

- a) The billing will be made on the basis of actual weight recorded in delivery challan at the time of dispatch and this weightment will be treated as firm and final for necessary payment.
- (b) Company's liability will cease once the material is taken out from the premises of SAIL ISP Burnpur works.

12. Termination

SAIL-ISP reserves the absolute right to terminate /curtail the contract based on the performance and at its sole discretion after giving a formal notice, depending on nature of irregularities. SAIL-ISP will have absolute right and discretion to decide the irregularities which will be binding and acceptable to the "Successful Bidder". In case of termination of contract, the EMD/SD shall be liable for forfeiture, at sole discretion of SAIL-ISP, in the event of any default by "Successful Bidder" in complying with the terms and conditions therein.

NOTE: USE OF MOBILE WILL NOT BE ALLOWED WHILE DRIVING TRUCKS/TRAILERS/CRNES etc. WITHIN THE FACTORY FAILING WHICH APPROPRIATE ACTION CAN BE TAKEN BY THE COMPANY

**Dy. General Manager (MM) Mktg
SAIL-IISCO Steel Plant.**

ROAD DESPATCH PROCEDURE

1. The customer will authorize maximum three persons to deal with SAIL- ISP duly attesting their signature. DO issuing authority at SAIL- ISP will also authenticate the signature and send required documents to concerned departments.
2. Authorized lifter will report to vehicle gate along with copy of DO, authorization letter and vehicles for loading. CISF personnel will check the DO, authorization letter and vehicles. Vehicles should be empty and registration mark painted on the body of the vehicles. CISF will make necessary entries in their register.
3. Vehicles will then report to the concerned weigh bridge along with loading programme issued by the loading deptts for tare weighment. Weigh Bridge In-charge will check the DO, authorization letter of the lifter and the balance material due to the party. CISF at W/B will check that the vehicle is empty. A pink card with serial number will be issued to the customer's authorized representative / lifter and recorded in the register.
4. Vehicle will then report to Loading Deptt. along with Pink Card., vehicle entry pass, DO and authorization letter. Pink Card serial number would also be incorporated in the loading certificate.
5. After completion of loading with adjustment if any, which shall be done in presence of loading supervisor and CISF personnel on duty. The respective loading supervisor and CISF personnel on duty will sign on the final loading certificate / shipping advice to certify that the vehicles have been loaded with only specified material as per DO. Signature should be accompanied by full name of the personnel.
6. The lifter will take the loading certificate back to loading deptt. Where challan / shipping advice will be issued. The loading dept. Will make necessary entries in their register indicating time of exit of the vehicle from loading deptt. The loading dept Manager will check and finally sign on the challan / shipping advice and hand over the documents to the lifter and allow the vehicle to go to the concerned weigh bridge for gross weighment.
7. The vehicle will move to the concerned weigh bridge in approved route only. The lifter will produce the following documents at the weigh bridge for gross weighment,.
 - a) Copy of DO b) Letter of authority c) Vehicle entry pass d) Loading certificate e) Delivery Challan /Shipping Advice and f) Pink Card.
8. In case of any material to be adjusted in the form of offloading from the vehicle or further loading in to the vehicle an adjustment form, in duplicate signed by the weigh bridge in-charge or his authorized representative, will be given to the lifter mentioning .
 - i) Vehicle Number ii) D. O. No. & date iii) Gross Weight (before adjustment) iv) Quantity to be off-loaded / further loaded.

The adjustment will be allowed for once only for a particular D. O. ie. in the last trip.
9. The lifter will take the loaded vehicle along with the adjustment form to the loading deptt. After due adjustment, the loading supervisor and loading dept's manager or his authorized representative will sign on both copies of the adjustment form . One copy will be retained by the loading deptt. And the other copy will be given to the lifter for submitting at the weigh bridge. Such vehicle should have a Pink Card with the driver.
10. Final Gross Weighment will be taken and necessary entries will be made in the computer. The combined Despatch Challan Cum Invoice will be printed and handed over to the party / lifter, duly signed by the weigh bridge in-charge. The weigh bridge will issue one Green Card with same serial number of Pink Card to the customer's authorized representative / lifter. The vehicle with the Invoice, Green Card and Entry Pass will proceed to the vehicle gate by the approved route only. Vehicle with Green Card will not be allowed to go back to loading point or any other place inside the plant. The approved route will be intimated by CISF.

11. Customer's representative / lifter will produce the Combined Challan cum Invoice and deposit the same along with Green Card and Entry Pass to CISF personnel at the vehicle gate. CISF will check the documents and retain one copy of the Combined Challan Cum Invoice (as Gate Pass) along with Entry Pass and Green Card and allow the vehicle to go out.
12. In case of unavoidable circumstances, if any empty vehicle, which has entered through all the formalities for loading, has to be returned empty, an authorized executive of the loading dept. and CISF personnel will jointly inspect and also witness re-weighment of the vehicle at weigh bridge and certify that the vehicle is going out empty. Circumstances & reasons will be recorded and signed. No vehicle will be allowed to stay inside the plant overnight. In case of break down, the vehicle may be allowed to stay inside the plant as per existing procedure.
13. After Gross weighment , the Vehicle should reach Vehicle Gate within half an hour. In case of delay beyond the designated time in reaching the Vehicle Gate, without any justifiable reason, the vehicle will be re-weighed in presence of Vigilance representative.