



STEEL AUTHORITY OF INDIA LIMITED
CENTRAL MARKETING ORGANISATION
BSO MUMBAI

Ref. No. **BYS/F-14/OFA/MUM/T-27C**

Date- **12.12.2014**

Opening On...**17.12.2014**.....

ON- LINE FORWARD AUCTION NOTICE

The following materials are available "as is where is" basis at **our Kalamboli Stockyard** for sale through On Line Forward(OFA) process subject to prior sale.

Sl. No.	Item / Section	DATE OF ARRIVAL	BATCH No	WAGON NO.	Plant	Quality	Quantity (MT) Approx	Ex-Syd price inclusive of standard size and quality extras but exclusive of ED/VAT /Octroi, cutting /bending , non standard extras and all other charges as applicable.(Rs./Tonnes)	EMD
1 (MIXED LOT)	BILLET/ 125x125	AUGUST'14	2439243 /2439244/2441020/2441021	ECO40571/SEC29290/NC22928	DSP	IS2831	68.34	RS.34735/- (ACTUAL ED RS.4017/- PER TON)	TOTAL EMD RS. 52966/-
2	BILLET/ 125X125	AUGUST'14	2441019	SEC25650	DSP	SCRAP	31.64	RS.34685 (ACTUAL ED RS. 4017 PER TON)	TOTAL EMD RS. 24,490/-

The rate quoted will be deemed to be inclusive of price and all extras/charges but exclusive of ED(actual ED as indicated above)/VAT/Octroi And Cutting/bending charges and all other charges as applicable.

Customer intending to purchase any of the above materials shall have to submit to the Branch Manager or his authorized representative , a letter of interest as per format available at the Branch as well as submit a copy of the "General Rules and Regulation governing conduct of Online Auction on the Service Provider Platform" and the "definition of key terms" available with the Branch ,after duly signing on each page.

2. Inspection of material available for sale.

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 materials offered for sale are on 'AS IS WHERE IS' AND NO COMPLAINT" Basis. The material will be lifted from the site of storage with all faults and error in description or otherwise if any. Quantity , quality, size measurement , marks and number stated in the tender documents are approximate and no warranty or guarantee shall be implied. The bidders are advised to inspect the material before bidding.

3. The documents detailed at paragraph 2 above should be accompanied with Earnest Money Deposit in the Demand Draft /Pay Order /Bankers Cheque/ Cheque from customers having cheque facility/bank guarantee obtained from a Scheduled Bank except **from any Gramin/Co-operative Bank and from any branch of Catholic Syrian Bank Ltd.** and drawn in favour of Steel Authority of India Limited. Payable at MUMBAI. The value of the EMD to be paid is to be computed @ 2% of the value of the items, detailed at paragraph 1 above which the customer is interested to procure through Online Forward Auction, subject to the maximum of Rs, 1,00,000/-(Rupees One Lakh only). The prevailing stockyard prices of the items as on date of the notice would be the basis for computing the value of EMD.

THE BIDDERS SHALL INDICATE THEIR PRICE EXCLUDING EXCISE DUTY & VAT

4. Auction Date : 17.12.2014

Auction start time : **4 PM**

Auction end time : **5 PM (TENTATIVE)**

Inspection date:**ALL WORKING DAYS BETWEEN 12.12.14 TO 16.12.14**

Inspection timing: **OFFICE HOURS**

5. In case of CMO the documents,"Letter of Interest" copy of the SAIL FA1(General Terms & Conditions of sale through Online Auction / Forward Aucyion (FA)",General Rules and Regulation governing conduct of online Forward Auction" Special Terms & Conditions(if any) and " Defination of Key terms" duly signed and stamped as a token of the bidder's acceptance of the same in toto should be accompanied with EMD in the form of Demand Draft/ Pay Order/ Banker's Cheque /

Cheque from customer having cheque facility/ Bank guarantee obtained from a scheduled bank and drawn in favour Steel Authority of India Limited payable at MUMBAI to the CMO Branch sales Office.

The value of the EMD to be paid is to be computed @2% of the value of the items, which the customer is interested to procure through FA, subject to a maximum of Rs.1.00 lakh.. The prevailing stockyard prices of the items as on date of the notice would be the basis for computing the value of the EMD.

6. Permanent customers will be those who would like to keep the EMD amount as decided to enable them to participate in all the FAs without returning the EMD. Such customers will be given permanent User Id by the Service Provider. Temporary customers will be defined as those who submit the EMD in each FA for participation

7. EMD and the documents details at paragraph 5 above, complete in all respect, should reach the Service Provider/CMO Branch Sales Office **MUMBAI before 11 AM on 17.12.2014**. actual participation, the customers may obtain necessary help from the Service Providers to Steel Authority of India Ltd.. viz. Metaljunction Services Limited, 43 J L Nehru Road, Kolkata –700 071 so as to enable them to participate in the Online Forward Auction process, without any difficulty.

8. Final bids by the successful bidders in the Online Forward Auction should be kept valid for 7 (seven) working days from the date of conduct of Online Forward Auction for acceptance by the competent authority. Acceptance Offers /Sales Order. Offer Letters issued by SAIL to successful bidders against the notice will be valid for a definite period as decided.

9. The SAIL Branch Manager reserves the right (with the approval of competent authority as per the delegation of power) to accept or reject any or all the bids and his decision shall be final.

10. In cases where the bids given by the bidders in the Online Forward Auction are not accepted, the EMD amount will be refunded in full within 7 days of auction by Service Provider/CMO Branch Sales Office to the bidder. If the bids are accepted and materials are offered through Acceptance Offer/Sales Order/ Offer Letters and the customer do not make payment as stipulated in the Acceptance Offer/Sales Order/Offer Letter, EMD shall be forfeited in full.

11. If the customer has obtained released order / Delivery Order after making full payment but have failed to lift the quantities in full or part within the time stipulated in Release Order/Delivery Order, the EMD in proportion to the lifted shall be forfeited.

12. If for any reasons beyond the control of the Company, all the materials offered through the Online Forward Auction or part thereof cannot be delivered, the liability of the Company will be limited only to refund of the proportionate amount paid by the customer as applicable for the quantity not delivered.

13. Material lifting from the stockyard shall be customer's responsibility.

14. The sale of materials shall be governed by "SAIL-FA1: General Terms & Conditions for sale through Online Forward Auction/Forward Auction (FA)" and Special Terms & conditions of sale.

15. SAIL reserves the right to withdraw from the sale after advertising or after issue of Acceptance Offer/Sale Order/ Offer Letter for any item of any quantity of the materials by number or weight without assigning any reasons thereof to the customer. SAIL will not be responsible for any damages/loss whatsoever to the customer on account of such withdrawal.

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

NOTE:- Above details are also available at our official website.
<https://www.sailtenders.co.in>

17. Service provider : mjunction services ltd

18. Service provider contact details :

Contact person/Phone no: Shri Sudhakar 08454045272

Branch Manager

DISTRIBUTION

1. Notice Board – Office /Warehouse.
2. RM(LP) /WR/ MUMBAI/RBM (LP)WR MUMBAI.
3. All BMs/WR/BHILAI/PUNE/NGP/AHM/JAIPUR/KOTA INDORE/FEB/DEL/KOL
4. M/s Mjunction Services Ltd.Godrej water side,Tower No.1,Block DP Plot -5,3rd floor, Sector-5,Salt Lake, KOLKATTA-700 091.
5. STEEL CHAMBER OF INDIA, 415/417,Loha Bhavan, P. D'Mello Road,MUMBAI 400 009.

ANNEXURE – B

LETTER OF INTEREST

To

Steel Authority of India Limited,
Name of the Branch _____
BSO/ _____

Dear Sir,

1. We _____ are interested in participating in the Online Forward Auction notified vide your notice No. _____ dated _____.

2. We have provided a Permanent EMD of Rs. _____ vide DD/Banker's Cheque/Pay Order No. _____ dated _____ drawn on _____ (Bank) in favour of M/s. Steel Authority of India Ltd., payable at _____ (branch).

We are hereby submitting a one time EMD of Rs. _____ vide DD/Banker's Cheque/ Pay Order _____ dated _____ drawn on _____ (Bank) in favour of M/s. Steel Authority of India Ltd., payable at _____ (branch).

We are submitting additional EMD of Rs. _____ vide DD/ Bankers Cheque/ Pay Order _____ dated _____ drawn on _____ (Bank) in favour of M/s Steel Authority of India Limited, payable at _____ (branch) enabling you to charge concessional CST on our behalf. **(This will be both Permanent EMD as well as One time EMD case).**

3. We agree to abide by all the instructions contained in the above indicated online forward auction notice, "SAIL – FA1 – General Terms & Conditions for sale through Online Auction/Forward Auction (FA)" available on SAIL/Service Provider's website and your General and Special Terms & Conditions of sale of materials.

4. I/We understand that my/our bid in an e-selling event would be construed as my/our acceptance to the "SAIL – FA1 – General Terms & Conditions for sale through Online Auction/Forward Auction (FA)" available on SAIL/Service Provider's website and the General Rules and Regulations governing conduct of Online Forward Auctions (Annexure C). I/We understand that if our bid is accepted by the service provider, and approved by SAIL, I/We are obliged to complete the transaction.

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

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

7. I/We agree that I/we shall change the password on receipt by me/us and keep it confidential. I/ We agree that Service Provider shall not be held responsible in any way for any losses that may be suffered by me/us as a result of disclosure of the password to any other person by me.

8. I/We understand that my/our inability to participate in an e-selling event due to disruption of my/ our internet services, or due to bandwidth problems with my/our local internet service providers are beyond the control of the Service Provider.

9. In the event of any failure on our part to comply with all or any of the Terms & Conditions regarding the Online Forward Auction, I/We irrevocably agree for the forfeiture of our earnest money deposit and security deposit (if applicable).

10. We are providing the following details to you .

- a) Name of the contact person on our behalf :
- b) Our contact Telephone No. :
- c) Our contact FAX No. :
- d) Our contact E-Mail particular :
- e) Bank name :
- f) Branch name :
- g) Branch address :
- h) Branch telephone no. :
- i) 9 digit code number of the branch :
- j) Account type :
- k) Ledger No./Ledger folio no. :
- l) Account no. :
- m) Other documents required by the plant/ " unit, if any
- n) Copy of TIN Certificates (for bidders intending to participate on CST Sale Basis):- ✓
- o) Consignee Address in SO/Invoices desired : (for bidders intending to participate on CST Sale Basis):-

11. Declaration for Bidders intending to participate on CST Sale Basis

We understand and agree to abide by the following :-

- (i) "Form 'C' if applicable, would be submitted by us within one month of the end of calendar quarter in which the material has been lifted, failing which debit notes for differential CST will be raised and the same will be adjusted from the additional EMD submitted by us.
- (ii) Additional EMD will be required for all cases where concessional CST is being charged, including the cases where customer has submitted permanent EMD.

12. Declaration for Bidders intending to participate on CST Sale Basis

Since We will be participating in the auction on CST Sale Basis, We make the following Declaration:-

- (i) We declare that if the materials being put on tender vide tender/auction ref.....date.....is issued to us, the same will be taken to(Location of the consignee) which is in the state of(Name of State where consignee is located).....Accordingly CST at the applicable rate will be paid by us."
 - (ii)(a) "We will be submitting the requisite 'C' Form hence a concessional rate of CST may be charged in the Invoices. In this connection an amount of Rs.....equal to 3% of the material value is being deposited as additional EMD to be refunded on submission of 'C' Form".
 - OR
 - (b) We will not be submitting the 'C ' Form hence the CST may be charged at full rate in the Invoices.
- (Strike out whichever is not applicable out of a or b above)

We agree that in the event of failure to perform the inter-state movement by us our entire EMD shall be liable to be forfeited towards penalty."

Yours faithfully,

Signature of Authorised Person
(Name:- _____)
For M/s. _____

Date :

Place:

(With Company's Seal)

Note: Please delete portions not applicable.

Statement of Interest Form-Buyer

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

Mjunction Services Limited,
Godrej Waterside, Tower-1, 3rd floor, Plot no. 5,
Block-DP Sector-V, Salt Lake City, Kolkata-700091
Tel: +91 33 66106100; Fax: +91 33 66011719
E-mail: contactus@mjunction.in
URL: www.mjunction.in,
<https://auction.metaljunction.com>

[illegible]

Confirmation of Training

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

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

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

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

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

Date:

Place:

Signature:

Name of the Person:

Name of the Company with Seal:

Agreement

I /We

 Son/daughter of

 Resident of

 Having my/our business at.....

Agree as below:

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

12. I/We understand and agree that

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

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

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

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

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

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

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

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

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

Arbitration, Governing Law & Jurisdiction

(a) Arbitration

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

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

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

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

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

For Internal Use only

Lead generated by _____

SMS Group Recommendation _____