



**Steel Authority of India, Rourkela Steel Plant, Rourkela-769 011**

**SYNOPSIS OF CATALOGUE**

<b>FA Number</b>	<b>MKT/FA/STL ROLLS/14-15 ( 34000461)</b>	<b>Reference</b>
<b>FA Date</b>	<b>19.12.2014</b>	<b>Auction website – <a href="http://www.metaljunction.com">www.metaljunction.com</a></b>
<b>Auction Start Time</b>	<b>12.00 Noon</b>	<b>Please select Client “RSP” after Submitting your User ID &amp; Password in Log In Page</b>
<b>Item Description</b>	Old used & rejected Scrap Steel Rolls & Adamite Rolls from CDY	Annexure-A
<b>Item Specifications</b>	“As is where is” & “No complaint” basis.	Annexure-A Clause-1
<b>Quantity</b>	<b>27 Lots</b>	Annexure-A
<b>EMD Amount &amp; Last date of Submission</b>	Rs. 100,000 for one time participation for all lots of this Forward Auction. Last Date for Submission Of LOI along with EMD deposit details is <b>18.12.14 up to 05.00PM</b>	Annexure-E Clause-6
<b>Bidding Basis</b>	<b>Rs. per MT(Only Basic Price to be Quoted)</b>	
<b>Taxes &amp; Duties (Extra)</b>	As applicable. Excise Duty @ 12.36% extra, CST @2% against “C” Form/VAT @5% extra, Entry Tax @1% extra for inside State of Odisha.	Annexure-A
<b>Security Deposit</b>	EMD will be adjusted towards SD, 5% of the lot value (Excluding taxes & Duties) will be retained as SD.	<u>Annexure-E</u> Clause – 13
<b>Payment in Installment(s)</b>	Full payment for each lot to be paid in one installment within 10 working days from the day following the date of Issue of Sale Order.	
<b>Delivery Time</b>	<b>45working days from the day following the date of issue of Disposal Sale Order (DSO).</b>	<u>Annexure-E</u> Clause – 13.2
<b>Penalty for Late Payment</b>	In case of delayed payment, further 7 working days, time with 1% penalty provided written request is received within due date of payment.	<u>Annexure-E</u> Clause – 13.2
<b>Ground Rent For Delay in Lifting</b>	1% per week or part thereof.	<u>Annexure-E</u> Clause – 13.2
<b>Special Remarks</b>	1. All customers may kindly furnish their TIN/SRIN No before making payment or lifting/despaches for incorporation of TIN/SRIN in the VAT invoices so that they may avail Input Tax credit wherever applicable. Party is liable to pay any amount that may be demanded towards Income Tax (if PAN no is not submitted by them) or other statutory taxes and duties.	Annexure-A Clause-3
	2. PAN number to be provided by the customers, in case PAN is not available for any customer, Rs.10000/- extra shall be payable along with value of material, which will be kept as additional security and shall refunded as & when PAN is submitted by the customer.	
	3. In respect of sale through online auction process, manufacturers would have to submit the appropriate ET Declaration Forms if any. Applicability of ET and the concessions to the manufacturers would be as per prevalent rule. ET at full rate will be charged if appropriate form is not submitted.	
<b>Contact Persons RSP)</b>	Ms.MadhaviKumar,DGM (Mktg, RSP) Ph: 0661-2447044	
<b>Contact Persons (MJ)</b>	Mr. Raunak Bose (Mjunction, Kolkata) Ph: 085840-08137 Mr. Sourav De (Mjunction, Kolkata) Ph: 091633-48265 Ms. Tania Chakrabarty(Mjunction, Kolkata) Ph: 091633-48113 Mr. Somnath Mukherjee (Mjunction, Rourkela) Ph: 099370-65924	

**Sale is governed by SAIL-FA1**

For further details please log on to: [www.metaljunction.in](http://www.metaljunction.in)

Visit us at [www.sailtenders.co.in](http://www.sailtenders.co.in)

**Please go through the terms & conditions for further details**



**Steel Authority of India, Rourkela Steel Plant, Rourkela-769 011**

**NOTICE FOR FORWARD AUCTION OF CDY ROLLS AUCTION**

**Ref. No.MKT/FA/STL ROLLS/14-15 (34000461)**

**Date –15.12.2014**

- 1) The scrap material as per details given in Auction Schedule (**Annexure-A**), are available for sale on “As is where is” & “No Complaints” basis through Online Forward Auction process to be held on **19.12.2014** on the Auction platform of **MJunction Services Ltd.**
- 2) Sale of e-waste such as computers, its peripherals and Photocopier machines etc. is allowed to Collection Centres having authorisation from State Pollution Control Board, Govt. of Orissa or, Recyclers or Dismantlers having registration and authorisation from Pollution Control Board, Govt. of Orissa. Participants should submit the necessary certificate at the time of submission of EMD.
- 3) Customers intending to purchase any of the lots shall have to submit the following latest by **05.00 PM on 18.12.14** to the office of mjunction services ltd, **Rourkela Steel Plant, 4th Floor, Administration Building, Rourkela-769011** or any of its branch offices available in our website [www.mjunction.in](http://www.mjunction.in)
  - a. The hard copy of the LOI mentioning the UTR No or Instrument No as per the mode of payment.
  - b. “General Rules & Regulations governing conduct of Online Auction on the Service Provider Platform” (**Annexure-C**), “Definition of Key Terms”, (**Annexure-D**) and “Terms & Conditions for Sale of Materials” (**Annexure-E**) duly signed on each page.
  - c. Requisite Earnest Money Deposit (EMD)

EMD to be made in favour of “MJUNCTION SERVICES LIMITED” by any of the modes mentioned in clause 6 of Annexure-E.
- 4) The Service provider viz., MjunctionServicesLtd will provide a “user ID” and a “Password” to each individual customer, who will submit required EMD and the documents stated above, to enable them to participate in the dynamic auctioning process of the items / lots of their choice to be conducted in the Website [www.metaljunction.com]. Before actual participation, the customer may obtain necessary help from the Service provider so as to enable themselves to participate in the Online Auction process without any difficulty.
- 5) **Bidders shall bid on FIXED PRICE BASIS AND NO VARIATION OF BID-PRICE TO ANY OTHER PRICE WILL BE PERMISSIBLE. Bid value will remain fixed and charged for invoicing, however applicable taxes and duties on the date of despatch, will be payable extra over and above the Bid Value.**
- 6) Final Bids given by the successful bidders in the Online Auction process shall be kept **valid for 60 Days** from the date of auction for the acceptance by the Management.
- 7) Management reserves the right to accept or reject any or all the bids or to apportion the material in any manner deemed fit and this decision shall be final
- 8) In case where the bids given by the customers in Online auction process are not acceptable, the EMD shall be refunded.
- 9) **Letter of Acceptance / Disposal Sale Order (DSO)** will be issued to the successful bidders whose bids are acceptable to the Management.
- 10) Total Sale Value with all taxes and duties have to be paid by the Party as per the Payment Terms mentioned in **Clause 13 of Annexure E**
- 11) Release Order (RO) / Delivery Orders (D.O.) for any lot will be issued ONLY after receipt of balance payment including duties, taxes & levies as applicable for any lot. EMD will be retained as Security Deposit (SD) EMD will be refunded after completion of delivery. Of all lots awarded against this Forward Auction. If the Party fails to deposit sale value for all lots awarded, EMD deposited in FA will be forfeited. If the Party fails to deposit sale value for any of the lots awarded, then EMD applicable will be forfeited. In such cases the Party will be debarred for a period of 3 months from participating in Forward Auctions.
- 12) In the event of failure on the part of the bidder to pay the entire balance amount including duties & taxes against each lot within specified period, the Disposal Sale order will be cancelled and the **Security Deposit / EMD of the bidder will be forfeited** without prior notice to the bidder. CUSTOMERS MAY PLEASE NOTE THAT IN CASE ANY CUSTOMER BACKS OUT FOR ONE OR MORE NUMBER OF LOTS AFTER ISSUE OF SALE ORDER, EMD DEPOSITED BY THE PARTY WILL BE FORFEITED AND THE PARTY WILL BE DEBARRED FOR A PERIOD OF THREE MONTHS FROM PARTICIPATION IN FA.
- 13) **Payment terms, Penalty** for delayed payment, Issue of **Disposal Sale Order /Delivery Orders**, issue of **Release Orders, Lifting of materials** from the yard, **Ground Rent, Forfeiture** etc. shall be governed by the “**Terms & Condition of Sale of Materials** (Annexure-E).
- 14) Payment of Security Deposit and the Sale Value shall be in the form of Demand Draft (DD), Pay Order (PO), Bankers Cheque (BC) drawn on any scheduled bank at their Rourkela Branch in favour of **Steel Authority of India Ltd., Rourkela Steel Plant. RTGS / NEFT facility for payment applicable.**

**Payment by Cash, Cheque, and CDR or in any other form will not be accepted.**

- 15) Successful bidders will make the payment and have to lift the entire materials from the lot site on “As is where is” and “No complaint” basis. Successful bidders will have to make their **own arrangement** for collection / removal and transportation of the materials purchased by them from the lot site.



**Steel Authority of India, Rourkela Steel Plant, Rourkela-769 011**

- 16) 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 proportionate amount** paid by the customer as applicable for the quantity not delivered.
- 17) Potential Bidders shall be allowed to inspect the materials / lots at Disposal yard during working hours from **9.00AM to 5.00PM** on any working day excluding the Holidays with prior appointment.
- 18) In respect of sale through Online auction process, manufacturers would have to submit the appropriate ET Declaration Form if any. Applicability of ET and the concessions to the manufacturers would be as per prevalent rule. **ET at full rate will be charged, if appropriate form is not submitted.**
- 19) Customer shall be liable to pay any amount that may be demanded from us with respect to Income tax or allied matters (If PAN not submitted by us)
- 19) Customer should be a registered refiner /recycler & shall refine/recycle the materials (in case used oil is purchased by them).
- 21) Customers are to read all instructions /terms & conditions carefully.

## ANNEXURE-A

SLN	LOTNO	MATERIAL_DESC	PLOT NO	LOT QTY	UOM
1	11005209	SCRAP AND WASTE - USED STEEL ROLLS SCRAP AND WASTE - USED STEEL ROLLS MATERIAL - ALLOY CAST STEEL. HSM R-O STAND ROLL. ROLL NO:RO-47 PROCURED AFTER 01.03.1994. ED:12.36%, VAT: 5%; ET:1%,TCS:1% TO BE PAID EXTRA. CST SALES ALLOWED WITH CST@ 2% AGAINST 'C FORM'FOR CONSIGNEE OUTSIDE THE STATE OF ODISHA.	ZO-18-202	19.27	TO
2	11005472	SCRAP AND WASTE - USED STEEL ROLLS SCRAP AND WASTE -USED STEEL ROLLS HSM ROUGHING WORK ROLL. MATERIAL : ALLOY CAST STEEL ROLL NO.HSR-504,519,533,536 & 542 NB:ROLL NO.HSR-542 BROKEN INTO 2 PCS. PROCURED AFTER 01.03.94 ED : 12.36%, VAT:5%, ET:1%, TCS:1% TO BE PAID EXTRA. CST SALES ALLOWED WITH CST @ 2% AGAINST 'C'FORM FOR CONSIGNEE OUTSIDE THE STATE OF ODISHA.	ZO-02-016	68.07	TO
3	11005474	SCRAP AND WASTE - USED STEEL ROLLS SCRAP AND WASTE -USED STEEL ROLLS HSM R O STAND ROLL MATERIAL - ALLOY FORGED STEEL. ROLL NO.RO-58 PROCURED AFTER 01.03.94 ED : 12.36%, VAT:5%, ET:1%, TCS:1% TO BE PAID EXTRA. CST SALES ALLOWED WITH CST @ 2% AGAINST 'C'FORM FOR CONSIGNEE OUTSIDE THE STATE OF ODISHA.	ZO-18-210	19.53	TO
4	11006650	SCRAP AND WASTE - USED STEEL ROLLS HSM ROUGHING STAND WORK ROLL. RSP ROLL SL.NO.HSR-531,553 & 560. MATERIAL : HIGH CR STEEL. PROCURED AFTER 01.03.94. ED : 12.36%, VAT: 5%, ET: 1%, TCS: 1% CST SALE ALLOWED WITH CST@2% AGAINST 'C'FORM FOR CONSIGNEE OUTSIDE ODISHA.	ZO-18-215	40.25	TO
5	11006839	SCRAP AND WASTE - USED STEEL ROLLS SCRAP & WASTE - USED STEEL ROLL >20T HSM R-O STAND ROLL MATERIAL - ALLOY FORGED STEEL RSP ROLL NO.RO-57 PROCURED AFTER 01.03.94. ED:12.36%,VAT:5%, ET:1% & TCS:1%. CST SALE ALLOWED WITH CST @2% AGAINST 'C'FORM FOR CUSTOMERS OUTSIDE ODISHA.	ZO-02-013	19.32	TO
6	11007295	SCRAP AND WASTE - USED STEEL ROLLS SCRAP & WASTE - USED STEEL ROLLS	ZO-11-110	53.49	TO

		HSM R 1&2 WORK ROLL, MATERIAL : HIGH CHROME STEEL ROLL NO.HSR-517,518,538 & 539 PROCURED AFTER 01.03.94 ED:12.36%,VAT:5%, ET:1% & TCS:1%. CST SALE ALLOWED WITH CST @2% AGAINST C-FORM FOR PARTY OUTSIDE ODISHA.		
7	11007165	SCRAP AND WASTE - USED STEEL ROLLS SCRAP & WASTE - USED STEEL ROLLS >10T, HSM R 1 & 2 WORK ROLL, MATERIAL : HI CR STEEL, ROLL NO.HSR-476,528,534 & 537 PROCURED AFTER 01.03.94. ED:12.36%,VAT:5%, ET:1% & TCS:1%. CST SALE ALLOWED WITH CST @2% AGAINST C-FORM FOR PARTY OUTSIDE ODISHA.	ZO-02-015	54.31 TO
8	11008004	SCRAP AND WASTE - USED STEEL ROLLS SCRAP & WASTE - USED HICR STEEL ROLL HSM R1&2 # WORK ROLL ROLL NO.HSR-554, 556, 559 & 563. ( TOTAL : 4 NOS. ) PROCURED AFTER 01.03.94 ED:12.36%,CST/VAT:5%, ET : 1%, TCS:1% CST SALE ALLOWED WITH CST @ 2% AGAINST C-FORM FOR CUSTOMERS OUTSIDE ODISHA.	ZO-20-252	53.92 TO
9	11008428	SCRAP AND WASTE - USED STEEL ROLLS SCRAP & WASTE - USED STEEL ROLLS SSM WORK ROLLS, MATERIAL- ALLOY FORGED STEEL, PROCURED AFTER 01.03.94. ROLL NO:SM-766,767,778,772,787,803,740, 749,752,753,755,765,774,784,786,800, 807,813,770,783,782,763,737,743,762, 791,781 & 676. ( TOTAL 28 ROLLS ) NB: ROLL NO.SM-743 IS BROKEN INTO 2 PIECES. ED:12.36%,CST/VAT:5%, ET : 1%, TCS:1% CST SALE ALLOWED WITH CST @ 2% AGAINST C-FORM FOR CUSTOMERS OUTSIDE ODISHA.	ZO-12-117	25.39 TO
10	11008429	SCRAP AND WASTE - USED STEEL ROLLS SCRAP & WASTE - USED STEEL ROLLS CR-1/SP-1 WORK ROLLS MATERIAL - ALLOY FORGED STEEL PROCURED AFTER 01.03.94 ROLL NO.CM-490,594,596,600,601,606, 611,613,615 & 619 ( TOTAL 10 ROLLS ) ED:12.36%,CST/VAT:5%, ET : 1%, TCS:1% CST SALE ALLOWED WITH CST @ 2% AGAINST C-FORM FOR CUSTOMERS OUTSIDE ODISHA.	ZO-15-147	33.76 TO
11	11005875	SCRAP AND WASTE - USED ADAMITE ROLLS HSM R-0 STAND ROLL - 1 NO. RSP NO:R0-55,MAKER NO:04-AD-10125 MAKE - M/S TAYO ROLLS LTD. MATERIAL- ALLOY CAST STEEL (ADAMITE) . RECEIVED VIDE DAY BOOK NO -	ZO-11-108	19.4 TO

	V/1412T/1011DT.17.01.2011 THIS IS A SCRAP & WASTE ROLL. ED-12.36%, VAT/CST-5% / CST 2% AGAINST 'C' FORM, ET-1%, TCS-1% PAYABLE EXTRA.		
12	11006641 SCRAP AND WASTE - USED ADAMITE ROLLS HSM ROUGHING STAND WORK ROLL. RSP NO:HSR-548,546 & 516. MATERIAL : ALLOY CAST STEEL (ADAMITE) PROCURED AFTER 01.03.94. ED : 12.36%, VAT: 5%, ET: 1%, TCS: 1% TO BE PAID EXTRA. CST SALE ALLOWED WITH CST@2% AGAINST 'C'FORM FOR CONSIGNEE OUTSIDE ODISHA.	ZO-15-146	41.95 TO
13	11006841 SCRAP AND WASTE - USED ADAMITE ROLLS SCRAP & WASTE - USED ADAMITE ROLLS HSM R-O STAND ROLL MATERIAL - ALLOY CAST STEEL. RSP ROLL NO.RO-52,54 & 56 PROCURED AFTER 01.03.94. ED:12.36%,VAT:5%, ET:1% & TCS:1%. CST SALE ALLOWED WITH CST @2% AGAINST 'C'FORM FOR CUSTOMERS OUTSIDE ODISHA.	ZO-02-009	57.77 TO
14	11006838 SCRAP AND WASTE - USED ADAMITE ROLLS SCRAP & WASTE - USED ADAMITE ROLLS HSM R-O STAND ROLL MATERIAL - ALLOY CAST STEEL. RSP ROLL NO.RO-48,51 & 53. NB: ROLL NO.RO-53 IS ONE SIDE NECK BROKEN. PROCURED AFTER 01.03.94. ED:12.36%,VAT:5%, ET:1% & TCS:1%. CST SALE ALLOWED WITH CST @2% AGAINST 'C'FORM FOR CUSTOMERS OUTSIDE ODISHA.	ZO-02-014	55.62 TO
15	11007164 SCRAP AND WASTE - USED ADAMITE ROLLS SCRAP & WASTE - USED ADAMITE ROLLS HSM R-1 & 2 WORK ROLL, MATERIAL : ALLOY CAST STEEL ROLL NO.HSR-507,511,532 & 540 PROCURED AFTER 01.03.94 ED:12.36%,VAT:5%, ET:1% & TCS:1%. CST SALE ALLOWED WITH CST @2% AGAINST C-FORM FOR PARTY OUTSIDE ODISHA.	ZO-02-005	53.59 TO
16	11007296 SCRAP AND WASTE - USED ADAMITE ROLLS SCRAP & WASTE - USED ADAMITE ROLLS HSM R 1&2 WORK ROLL, MATERIAL: ALLOY CAST STEEL(ADAMITE) ROLL NO.HSR-509,541,543,547 & 551 PROCURED AFTER 01.03.94 ED:12.36%,VAT:5%, ET:1% & TCS:1%. CST SALE ALLOWED WITH CST @2% AGAINST C-FORM FOR PARTY OUTSIDE ODISHA.	ZO-11-107	67.52 TO
17	11006608 SCRAP AND WASTE - USED STEEL ROLLS >20 T PLATE MILL BACK UP ROLL WITH BROKEN NECK PC.MATERIAL:ALLOY FORGED STEEL ROLL NO.PB-26. MAIN PIECE: 52.120 T & NECH PIECE: 11.320 T,THUS TOTAL:63.440 T	ZO-02-011	63.44 TO

		ED : 12.36%, VAT: 5%, ET: 1%, TCS: 1% CST SALE ALLOWED WITH CST@2% AGAINST 'C'FORM FOR CONSIGNEE OUTSIDE ODISHA.		
18	11000603	SCRAP AND WASTE - USED STEEL ROLLS >20 T OLD/USED/REJECTED SCRAP FORGED STEEL ROLL LYING AT ROLL SHOP-1. PROCURED BEFORE 01.03.1994. ROLL NO. PB-21 1. CUTTING ALLOWED FOR LOADING PURPOSE. 2.TO BE ISSUED ON"AS IS WHERE IS BASIS". MATERIAL TO BE ISSUED BY REPRESENTATIVE OF DGM I/C(ROLL SHOP). 3. CRANE OF ROLL SHOP WILL BE PROVIDED FOR LOADING FROM SHOP FLOOR. ED:NIL,VAT:5%, ET:1% & TCS:1%. CST SALE ALLOWED WITH CST @2% AGAINST 'C'FORM FOR CUSTOMERS OUTSIDE ODISHA.	V300-03	58.97 TO
19	11000604	SCRAP AND WASTE - USED STEEL ROLLS >20 T OLD/USED/REJECTED SCRAP FORGED STEEL ROLL LYING AT ROLL SHOP. PROCURED BEFORE 01.03.1994. ROLL NO. PB-23. 1. CUTTING ALLOWED FOR LOADING PURPOSE. 2.TO BE ISSUED ON"AS IS WHERE IS BASIS". MATERIAL TO BE ISSUED BY REPRESENTATIVE OF DGM I/C(ROLL SHOP). 3. CRANE OF ROLL SHOP WILL BE PROVIDED FOR LOADING FROM SHOP FLOOR. ED:NIL,VAT:5%, ET:1% & TCS:1%. CST SALE ALLOWED WITH CST @2% AGAINST 'C'FORM FOR CUSTOMERS OUTSIDE ODISHA.	V300-02	59.07 TO
20	11000605	SCRAP AND WASTE - USED STEEL ROLLS >20 T OLD/USED/REJECTED SCRAP FORGED STEEL ROLL LYING AT ROLL SHOP-1. PROCURED BEFORE 01.03.1994. ROLL NO.PB-18 (ROLL BROKEN INTO 2 PCS., EACH PIECE 48.48 MT & 11.32 MT) 1. CUTTING ALLOWED FOR LOADING PURPOSE. 2.TO BE ISSUED ON"AS IS WHERE IS BASIS". MATERIAL TO BE ISSUED BY REPRESENTATIVE OF DGM I/C(ROLL SHOP). 3. CRANE OF ROLL SHOP WILL BE PROVIDED FOR LOADING FROM SHOP FLOOR. ED:NIL,VAT:5%, ET:1% & TCS:1%. CST SALE ALLOWED WITH CST @2% AGAINST 'C'FORM FOR CUSTOMERS OUTSIDE ODISHA.	V300-01	59.8 TO
21	11005856	SCRAP AND WASTE - USED STEEL ROLLS >20 T SCRAP AND WASTE -USED STEEL ROLLS>20T MATERIAL : ALLOY FORGED STEEL RSP ROLL NO. TB-73 PROCURED AFTER 01.03.94 ED : 12.36%, VAT:5%, ET:1%, TCS:1% TO BE PAID EXTRA. CST SALES ALLOWED WITH CST @ 2%	ZO-15-141	22.43 TO

	AGAINST 'C'FORM FOR CONSIGNEE OUTSIDE THE STATE OF ODISHA.		
22	11005876 SCRAP AND WASTE - USED STEEL ROLLS >20 T HSM R-0 STAND ROLL - 1 NO. MATERIAL - ALLOY FORGED STEEL. RSP ROLL NO - R0-49 BROKEN INTO TWO PIECES.(FROM MIDDLE) APPX.THEORETICAL WT.= 21.50 TONS. ED-12.36%, VAT/CST-5% / CST 2% AGAINST 'C' FORM, ET-1%, TCS-1% PAYABLE EXTRA.	ZO-11-106	21.5 TO
23	11006633 SCRAP AND WASTE - USED STEEL ROLLS >20 T CR-1 BACK UP ROLL RSP ROLL NO.CA-42, MATERIAL : ALLOY FORGED STEEL PROCURED BEFORE 01.03.94. ED: NIL, VAT:5%,ET:1%, TCS:1%. CST SALE ALLOWED WITH CST@2% AGAINST 'C'FORM FOR CONSIGNEE OUTSIDE ODISHA.	ZO-18-214	26.17 TO
24	11006607 SCRAP AND WASTE - USED STEEL ROLLS >20 T PLATE MILL BACK UP ROLL WITH BROKEN NECK PIECE. MATERIAL ALLOY FORGED STEEL. ROLL NO.PB-27. MAIN PIECE: 52.230 T & NECK PIECE: 11.320 T THUS TOTAL:63.550 T PROCURED AFTER 01.03.94. ED : 12.36%, VAT: 5%, ET: 1%, TCS: 1% CST SALE ALLOWED WITH CST@2% AGAINST 'C'FORM FOR CONSIGNEE OUTSIDE ODISHA.	ZO-02-006	63.55 TO
25	11006626 SCRAP AND WASTE - USED STEEL ROLLS >20 T TANDEM MILL BACK UP ROLL. RSP NO:TB-72, MATERIAL-ALLOY FORGED STEEL, PROCURED AFTER 01.03.1994. ED : 12.36%, VAT: 5%, ET: 1%, TCS: 1% CST SALE ALLOWED WITH CST@2% AGAINST 'C'FORM FOR CONSIGNEE OUTSIDE ODISHA.	ZO-18-209	22.61 TO
26	11006557 SCRAP AND WASTE - USED STEEL ROLLS >20 T SCRAP & WASTE - USED STEEL ROLL > 20TON PLATE MILL BACK UP ROLL, ALLOY FORGED STEEL. ROLL NO. PB-16 (ROLL BROKEN INTO 2 PCS, MAIN PIECE = 48.170T & NECK PIECE : 11.320T APPROX.) PROCURED BEFORE 01.03.94. ED: NIL, VAT:5%,ET:1%, TCS:1%. CST SALE ALLOWED WITH CST@2% AGAINST 'C'FORM FOR CONSIGNEE OUTSIDE ODISHA.	ZO-02-007	59.49 TO
27	11008001 SCRAP AND WASTE - USED STEEL ROLLS >20 T SCRAP & WASTE - USED STEEL ROLL >20T MATERIAL : ALLOY FORGED STEEL ROLL NO.CA-34 PROCURED BEFORE 01.03.94. ED: NIL , CST/VAT:5%, ET : 1%, TCS:1% CST SALE ALLOWED WITH CST @ 2% AGAINST C-FORM FOR CUSTOMERS OUTSIDE ODISHA.	ZO-03-021	26.19 TO

---





**Steel Authority of India, Rourkela Steel Plant, Rourkela-769 011**

**ANNEXURE – B**

**LETTER OF INTEREST**

To,  
GM, (Mktg)  
Steel Authority of India Limited  
Rourkela Steel Plant

Dear Sir,

1. We \_\_\_\_\_ RSP Party Code \_\_\_\_\_ are interested in participating in the online **MKT/FA/STL ROLLS/14-15 (34000461)** to be held on **19.12.2014**

2. We are hereby submitting an EMD of Rs. \_\_\_\_\_

a) By NEFT/ RTGS vide UTR No: \_\_\_\_\_ dated \_\_\_\_\_

**(OR)**

b) By direct transfer from the HDFC Bank account to MJ's account No: 00140310003480

**(OR)**

c) By DD / PO \_\_\_\_\_ Dated \_\_\_\_\_ in favor of Mjunction Services Limited  
(Account Title: Mjunction Services Limited; Account Number: 00140310003480; CMS Code: MSAILEMD)

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

3. We agree to abide by all the instruction contained in the above indicated online forward auction notice, “ SAIL – FA1 – General Terms & Conditions Of Sale from Plants / Units of SAIL for sale through Online Auction / Forward Auction ( FA )” available on SAIL / Metaljunction's website and your General and special Terms & Conditions of sale of materials.
4. I / We understand that my / our bid in an e-selling event would be construed as my / our acceptance to the “ SAIL – FA1 – General Terms & Conditions Of Sale from Plants / Units of SAIL for sale through Online Auction / Forward Auction ( FA )” available on SAIL / mjunction's website and the general Rules and Regulations governing conduct of online Forward Auctions ( Annexure C ). I / We understand that if our bid is accepted by the mjunction, and approved by SAIL, I / We are obliged to complete the transaction.
5. I / We agree that we have been provided training by mjunction in order to participate in Online Forward Auctions.
6. I / We request mjunction to allot User – id and Password to me / us and activate the same to participate in the above mentioned online forward auction.
7. I / we agree that I / we shall change the Password on receipt by me / us and keep it confidential. I / We agree that mjunction shall not be held responsible in any way for any losses that may be suffered by me / us as a result of disclosure of the Password to any other person by me.
8. I / We understand that my / our inability to participate in an e-selling event due to disruption of my / our internet services, or due to bandwidth problems with my / our local internet are beyond the control of the mjunction.
9. In the event of any failure on our part to comply with all or any of the Terms & Conditions regarding the online forward auction. I / We irrevocably agree for the forfeiture of our earnest money deposit and security deposit (if applicable).



**Steel Authority of India, Rourkela Steel Plant, Rourkela-769 011**

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 & Address                                | : | _____ |
| g) Branch Telephone no                                  | : | _____ |
| h) 9 digit code number of the branch                    | : | _____ |
| i) Account type   | : | _____ |
| j) Ledger No / Ledger folio no                          | : | _____ |
| k) Account no   | : | _____ |
| l) Other documents required by the plant / Unit, if any | : | _____ |
| m) Permanent Account Number (PAN)                       | : | _____ |

**Consignee Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Billing Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Yours faithfully

Signature of AuthorisedPerson :

Name of the person signing :

For M/s. \_\_\_\_\_

(With Company's Seal.)



## Steel Authority of India, Rourkela Steel Plant, Rourkela-769 011

### ANNEXURE- C

#### GENERAL RULES AND REGULATION GOVERNING CONDUCT OF ONLINE AUCTIONS ON THE “SERVICE PROVIDER” PLATFORM

##### INTRODUCTION:

This Online Forward Auction is being conducted for Rourkela Steel plant, Steel Authority of India (hereinafter referred as the “Client”) on the Auction Platform of mjunction services ltd, (hereinafter referred as “Service Provider”).

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

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

##### **ROLE OF “SERVICE PROVIDER”**

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

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

##### **ROLE OF BIDDER**

The role of the bidder is outlined below:

1. The bidder would participate in the auction with the aim of bidding to secure the auctioned item in the auction
2. The bidder would be provided access to the Auction through a “User ID” protected by a “Password”. The bidder needs to ensure that the “User ID” and “Password” is not revealed to unauthorized persons. Bidders are also requested to change the password allocated to them by the “Service Provider” to keep their confidentiality. However it would be bidder’s sole responsibility to ensure the security and privacy of the same and he/they would not hold the “Client” / “Service Provider” responsible in any manner whatsoever for any misuse of these user IDs and/or Password. Access to the auction mechanism shall be provided to all the approved bidders subsequent to obtaining their written consent to the General Rules & Regulations and the Letter of Interest. Payment of Earnest Money Deposit (EMD) as decided by the client before the start of the Forward auction will be one of the necessary conditions for participating in the auction.
3. Bidders hereby confirm that they shall commit to lift the item (being bid for) at the price entered by them in the auction engine AND at the terms and conditions specified herein by the Client. All Prices entered shall be legally binding on the bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honor the bids placed during online bidding shall render the bidders liable for penal action as deemed fit by “Client” / “Service Provider”.
4. In the event of winning an allotment in the auction mechanism, the bidder shall commit to fulfil outlined obligations under the contract.
5. The bidders shall bid on the terms specified by the client & place their bid in the auction engine in the manner specified by “Service Provider”. The bidders shall not stipulate any conditions on their own unless the terms of the client (the client’s terms & conditions) expressly permit such conditions being stipulated by the bidder. Bids entered with conditions attached shall be considered Conditional bids & “service provider” retains the right of rejecting these bids even without intimating the client.

##### **BIDDING RULES**

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

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



## Steel Authority of India, Rourkela Steel Plant, Rourkela-769 011

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

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

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

#### **CONDUCT OF THE AUCTION:**

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

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

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

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

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

Or

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

Or

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

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

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

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

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

#### **LIABILITY OF “SERVICE PROVIDER”**

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

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

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



## **Steel Authority of India, Rourkela Steel Plant, Rourkela-769 011**

### **RIGHT OF THE CLIENT:**

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

### **CONFIDENTIALITY CLAUSE:**

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

### **JURISDICTION**

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

**Signed in acceptance of the above terms and conditions**

**Name:**

**Signature**

**Designation of signatory**

**Date**

**Place**

**Telephone / FAX no.**\_\_\_\_\_



## Steel Authority of India, Rourkela Steel Plant, Rourkela-769 011

### ANNEXURE D DEFINITION OF KEY TERMS

#### **Auction.**

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

#### **Online Auctions.**

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

#### **Award at the Auction.**

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

#### **Client.**

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

#### **Bidder.**

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

#### **Auction Engine.**

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

#### **Timings of the Online Bid.**

All the timings of the Online Bid shall be based on the time indicated by the Server hosting the Auction Engine. It shall be the endeavour of "Service Provider" to ensure that the Server Time reflects as closely as possible the Indian Standard Time (IST) i.e. GMT + 0530 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Auction Engine (launch, operation, and closure) would be guided by the Server Time. Bidders are advised to refresh both the windows of the Auction Module check the exact Server Time (displayed in both the windows).

#### **Preview Time.**

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

#### **Start Time.**

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

#### **Duration of the Auction.**

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

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

#### **Auto Extension of the Auction Timings.**

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

#### **End of the Auction.**

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

#### **Auction Report.**

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



## Steel Authority of India, Rourkela Steel Plant, Rourkela-769 011

### ANNEXURE-E

#### General Terms & Conditions for Sale of Materials through Online Forward Auction from RSP

1. The sale is on 'As is where is' and 'No Complaint' basis. The bidders in their own interest should inspect the material before submission of their bids on-line. No guarantee whatsoever regarding quality, description, present or future condition of the material at the time of supply and or its fitness for any specific purpose can be given.

2. The Bidders should submit on-line bids on 'per unit' basis exclusive of ED, VAT, ET and other charges & levies which will be charged extra as per rules applicable on the actual date of delivery of the material.

3. The sale is exclusively meant for the materials stated in the auction notice and specifically precludes any other items found along with the material described above or found in the vicinity or its area which in the opinion of the concerned department or his authorised representative, do not form part of the items to be sold. The decision of the concerned department will be final in this regard.

2. For taking delivery of materials on 'As is where basis' jointly issued by the Department and Representative of CDY.

4. Annexures B, C, D & E shall be submitted with full signature of the authorised representatives in each page.

5. The Online Forward Auction shall be governed by enclosed general terms and conditions of sale.

#### 6. Earnest Money Deposit (EMD):

Customers willing to participate in auction of any or all lots should submit an EMD of **Rs.1,00,000/-** only.

Mjunction Services Limited shall facilitate the collection of Earnest Money Deposit (EMD) on behalf of SAIL.

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

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

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

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

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

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

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

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

#### 7. Submission of Bid:

- 1) Evaluation of Bid is done separately for each lot. Therefore party should bid for each lot separately.
- 2) Party can quote for one or more lots as per their requirement.
- 3) Bid has to be submitted for full quantity for each lot.
- 4) Bid has to be given on per lot basis as per instruction for each lot in Annexure A.
- 5) In case the party wants to bid for more than one lot, the party should bid against individual lot.





## Steel Authority of India, Rourkela Steel Plant, Rourkela-769 011

8. Once the EMD has been paid to MJ through any of the modes mentioned above, the customer will need to submit the hard copy of the LOI containing the UTR No or Instrument No as per the mode of payment. **Alternatively, the LOI should be scanned and mailed to [salemd@mjunction.co.in](mailto:salemd@mjunction.co.in)**

### 9) Taxes & Duties

ED, VAT, ET & other charges are payable extra as applicable over and above the sale value at the prevailing rates on the date of delivery.

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

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

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

In case the goods have to be moved outside Odisha, the customer should declare the same at the time of bid itself. The customer is required to move the material outside the State of Odisha. In case the goods are not moved outside the State of Odisha by the customer, then the customer will be liable to reimburse the differential tax amount ( i.e. tax on sales charged under the OVAT Act – tax already charged under CST Act). The customer will also be required to pay penalty of Rs.10,000 for such default.

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

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

9.2.4 Timelines for submission of Forms/request for issue of Forms ( Pt.9.2.1-9.2.3 above ) would be as below:

- a) Submission of C-Form: All “C” Forms against concessional inter-state sales must be submitted by the customers (complete in all aspects) for every quarter by the last day of the subsequent quarter (except for the E1 customers wherein it has to be submitted within 60 days from the end of the quarter, so that E1 form can be issued well in time). In case of non-receipt of “C” form as aforesaid. Debit Notes for the differential tax would be raised in the following month, after the end of succeeding respective quarter. Customers outside state of Odisha wishing to avail concessional CST shall be required to submit an undertaking in the standard format of RSP, Rourkela where “C” FORM will be submitted subsequently by the party.
- b) Request for issue of E1 Form: Customers eligible for issue of E1 Forms, are required to provide monthly E1 transaction details in the specified format, on or before the 5<sup>th</sup> 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 / application / details/ documents ( as mentioned above), received beyond the above timelines shall not be accepted or processed under any circumstances.

10) The successful Buyer will have to lift the materials on "as-is-where-is" basis from the CDY/CDS or any other location as directed by the custodian of the stores within the time stipulated in the Disposal Sale Order / Release Order.

11) The management reserves the right to reject any or all the offers without assigning any reason thereof. The management reserves the right to foreclose the contract at any time during the pendency of the same without assigning any reason whatsoever.

12) The Forward Auction being on NO COMPLAINT BASIS, no guarantee regarding material quality / chemical analysis is given by RSP. The bidders may bear this in mind while quoting the rates.





## Steel Authority of India, Rourkela Steel Plant, Rourkela-769 011

### 13) SECURITY DEPOSIT AND TERMS OF PAYMENT:

- 13.1 EMD will be adjusted towards SD. 5% of the lot value (Excluding taxes & Duties) will be retained as SD. **IF THE PARTY BACKS OUT FROM MAKING THE PAYMENT OF THE SALE VALUE ALONGWITH THE TAXES & DUTIES WITHIN THE STIPULATED TIME THEN THE SALE ORDER WILL BE CANCELLED AND THE PARTY WILL BE DEBARRED FROM PARTICIPATING IN FORWARD AUCTION FOR THREE MONTHS.** For any failure on the part of the purchaser, the EMD shall stand forfeited in case payment not made.
- 13.2 The successful buyer will have to make payment within 10 working days from the day following the date of issue of Disposal Sale Order (DSO) and lifting to be completed within 30 working days from the day following the date of issue of Disposal Sale Order (DSO) for all lots awarded. **THE LAST DATE OF PAYMENT MAY BE EXTENDED ON REQUEST BY 7 WORKING DAYS ON PAYMENT OF 1% PENALTY PROVIDED WRITTEN REQUEST IS RECEIVED WITHIN DUE DATE OF PAYMENT.** FOR DELAY IN TAKING THE DELIVERY OF THE MATERIAL, GROUND RENT @ 1% PER WEEK OR PART THEREOF WILL BE CHARGED FOR THE DELAYED PERIOD CALCULATING FROM THE NEXT DATE OF LAST DAY OF DELIVERY AS INDICATED IN THE SALE ORDER.

#### **Price:**

THE BIDDERS ARE REQUIRED TO BID ON FIXED PRICE BASIS AND NO VARIATION WITH REFERENCE TO ANY OTHER PRICE WILL BE ALLOWED. BID VALUE WILL REMAIN FIXED AND THE SAME WILL BE CONSIDERED FOR INVOICING.

Customers may kindly furnish their TIN/SRIN No before making payment for lifting/despaches for incorporation of TIN/SRIN No in the VAT invoices, so that they may avail input tax credit wherever applicable. In absence of TIN/SRIN NO, such credit will not be available to the customer and RSP shall not be responsible for any loss in credit due to absence of customer's TIN/SRIN No in the invoice.

For first time, customers should produce the certified copy of the registration certificate for allotment of TIN/SRIN No and furnish an undertaking that the same is valid and that registration has not been revoked.

The date of delivery in case of road despaches is the date of despatch advice.

### 14 **Excise Duty:**

Excise Duty is payable **EXTRA** which will be charged as per the applicable rate prevailing on the date of despatch. Details of rate of excise duty are given against each lot in Annexure A. Excise gate passes at applicable rates shall be issued.

- 15 If you agree to all the above terms and conditions of the Forward Auction, you may bid in the Forward Auction. Terms and Conditions of the sale of materials by Forward Auction should be returned duly signed by the customer on each page as token of acceptance of terms and condition of Forward Auction.

**Submission of Requisite documents:** The requisite documents should be submitted along with EMD latest by 05.00PM on **18.12.2014**.

## **GENERAL TERMS AND CONDITIONS**

### **1. VALIDITY OF OFFERS**

The Quotation shall remain valid for 60 working days from the date of Forward Auction.

- 2.(a) In case the date of Forward Auction becomes a holiday, the auction will be held on the next working day.

(b) The Management reserves the right to accept or any or all the Catalogue Offers without assigning any reason thereof at any stage.

### **3. CONDITIONAL OFFERS**

- (a) Conditional CATALOGUE OFFERS will not be considered.

(b) LATE SUBMISSION OF EMD: Late submission of EMD will not be considered. EMD will not be accepted after closing hours.

### **4. EXTENSION OF DELIVERY DATE AGAINST PAYMENT OF GROUND RENT**

- (a) The management may at its discretion extend the date of LIFTING by charging ground rent / damages. Such ground rent/ liquidated damages shall be charged for a minimum period of one week or in multiples thereof @1% per week of the value of the materials.

(b) For all the payments of Earnest Money / Sale value received by the Management a cash receipt from Accounts Department will be issued to the purchaser and the purchaser in all cases shall be bound to produce such receipt when called upon to do so by the "Management.

### **RELEASE ORDER AND DELIVERY**

On receipt of full payment from the purchaser, Management will issue a Release Order, which will enable the purchaser to take delivery of the materials from the stockholder. The tenderer who signed the tender is required to sign the Release Order.



## Steel Authority of India, Rourkela Steel Plant, Rourkela-769 011

If this is not possible and if the tenderer desires to take delivery through his authorised representative, he must authorize the latter by a letter of authority, which shall be presented to the appropriate management. The letter of authority shall bear the specimen signature of the Authorised Representative duly attested by the purchaser. Management may decline to act on any such authority and it shall be in all cases for the purchaser to satisfy the stockholder that the authority is genuine. Delivery taken by the REPRESENTATIVE OF THE party will be at the purchaser's sole responsibility and risk and no claim shall be ADMISSIBLE against the Management on any account whatever if delivery is effected to wrong person AND THE PURCHASER UNDERTAKES TO KEEP THE MANAGEMENT INDEMNIFIED ON THIS ACCOUNT IN ALL RESPECT.

### 6. **DELIVERY TIME FOR REMOVAL OF GOODS**

The removal of the materials within the stipulated period is not subject to the availability or otherwise of labour, truck and such other factors as climatic conditions and transport etc. which is the responsibility of the purchaser.

FOR DELAY IN TAKING THE DELIVERY OF THE MATERIAL, GROUND RENT @ 1% PER WEEK OR PART THEREOF WILL BE CHARGED FOR THE DELAYED PERIOD CALCULATING FROM THE NEXT DATE OF LAST DAY OF DELIVERY AS INDICATED IN THE SALE ORDER.

### 7. **RE-SALE**

Re-sale will not be recognised by the Management. Sale orders and Release Orders will be made out only in the name of the actual purchasers.

### 8. **CUSTODY AND PRESEVATION OF GOODS AFTER SALE**

The materials shall remain in every respect at the risk of the purchaser from the date of the sale order is issued to the purchaser. The Management shall not be under any liability for the safe custody or preservation thereof from that date.

### 9. **ABANDONED GOODS**

The purchaser must effect complete removal of the material from the site within the date specified in the Delivery order/Disposal Sale Order / Release Order issued by the Management. In case the materials are not removed in full within the specified date, Delivery order/Disposal Sale Order / Release Order for the left over quantity will be treated as CANCELLED. The materials of left over quantity will be treated as ABANDONED GOODS at the risk end cost of the buyer.

The Management will have full right on such abandoned goods and will be entitled to resale or dispose off the same in any manner if deems fit without any reference to the purchasers. The buyer will have no claim on materials declared as ABANDONED GOODS. In addition to forfeiting such ABANDONED GOODS the initial deposits / Security Deposit and the price if any paid by the purchaser, the purchaser shall further be held liable for all commission and other charges and losses suffered by the Management which may be used for and recovered in a Court of Law.

### 10. **PAYMENT OF INTEREST**

No interest will be paid on the amount paid by the purchaser and subsequently found re-fundable under any of the condition mentioned herein.

### 11. **Conciliation Clause :**

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

### **Arbitration Clause :**

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

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

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



## **Steel Authority of India, Rourkela Steel Plant, Rourkela-769 011**

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

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

### **Place for Legal Proceedings:**

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

### **12. EXTENSION OF DELIVERY DATE WITHOUT GROUND RENT**

If for any materials for which delivery order it issued could not be delivered to the purchaser by the Management either in full or in part due to any reasons, the Management may extend the date fixed for removal of the material for a further period without charging the ground rent.

**13.** Discretion of General Manager (Materials) will be final with regard to all matters pertaining to Forward Auction sale.

### **14. LIABILITY**

If the purchaser/or his representative or the labour engaged by him, found indulging in any unfair practice within the plant premises during lifting of the material, the entire deposit of the purchaser with the SAIL RSP will be forfeited & will be banned from having business dealings with the Auction or SAIL RSP for a period to be decided by the authorities.

**15.** No party- banned by SAIL/RSP is allowed to participate in Forward Auction. If any time it is detected that banned party has participated in Forward Auction or purchased a-lot, he will be forfeiting the entire deposit with SAIL/RSP.

### **16. LEGAL PROCEEDING**

All kinds of legal proceeding against STEEL AUTHORITY OF INDIA LIMITED/ROURKELA STEEL PLANT in any matter arising of the sale shall be liable only by the appropriate Civil Court of Sundargarh District.

### **17 NON DELIVERY:**

Where goods are sold on lot basis and not in number of units, deficiency in quantity, quality, size, the measurements, number and weight as stated in the notice or other documents the purchaser shall have no claim against the authority for refund of whole or any part of the purchaser's money for loss or profit, interest damage otherwise. Where stores are sold by weight or number and not on the basis of lots and the purchaser fails to obtain delivery of the whole or a portion of the stores sold shall be entitled to make claim or proportionate refund of the undelivered quantity. He shall not be entitled to claim any damages, loss or profit interest or compensation on any other account.

- 18 Machine parts if any found in the lots must be cut/broken by the buyer before taking Delivery.
- 19 The material in the lots is offered for lifting on "as is where basis". No cutting/cleaning of the material would be permitted unless specified in the catalogue/amendment issued thereof. In case of items which cannot be loaded manually, parties are to make arrangement with Manager (Mktg) A&D or his representative.
- 20 Stainless Steel and non-ferrous scrap items if any are excluded from the iron & steel scrap lots. For details Annexure A (list of lots in catalogue) may be referred.
21. For lots containing structure/beams etc. of length 12 ft. and above, width 7 ft. and above and bulk /voluminous items one/two cuts will be considered for loading purpose on examination of CDY, RSP, Rourkela on receipt of application from the purchaser.
- 22 The authority reserves the right to withdraw at any from the Forward Auction sale whether before or after the finalisation of the tender the whole or part of the quantity of the materials by number or by weight, in case the same is required to meet the requirement of Rourkela Steel Plant, without assigning any reasons thereof.
- 23 The authority reserves the right to accept/cancel bids without assigning any reason.
- 24 The purchaser shall be responsible for any damage that may be done to premises/fittings of Rourkela Steel Plant in course of removing the lots or lots purchased by them, the authority may at its option arrange to make good such damages and the purchaser shall pay same on demand.



## Steel Authority of India, Rourkela Steel Plant, Rourkela-769 011

- 25 During the period the purchaser's workers are employed within the Rourkela Steel Plant premises they will be governed by the labour laws and rules, Factory Acts and Rules and Rourkela Steel Plant's Safety/Security rules as applicable. It shall be the responsibility of the purchaser to see that 'the statutory provisions are complied with.
- 26 Admit card/area gate passes are issued to the purchaser or to his authorised representatives by the Security Deptt. It will be sole responsibility of the purchasers to ensure that such passes are not misused by their authorised persons to the plant area or any other specified area. Any breach in the enforcement of the safe custody and proper use of the passes would entail in the cancellation of the sale at any state at risk and cost of the purchaser.
- 27 Notwithstanding to any terms & condition contained herein or otherwise in the sale order/release order, the purchaser of complete lifting of material within the prescribed working days from the date of deposit of the first installment, if lifting is allowed on instalment basis or full value of the materials in case where installment were not provided for. Material found unlifted/abandoned after the stipulated period shall stand forfeited and shall be put for sale again and no refund of price if deposited for the same material will be admissible. Partial lifting of materials of a lot and allowing sale order to lapse shall also be treated as unethical commercial practice prejudicial to the interest of RSP entailing action for banning of business dealing.
- 28 **DELIVERY:**  
The goods are sold as where they lie. The whole of the lot or lots shall be taken from the site of accumulation with all faults and errors in description or otherwise. Quantities, qualities, sizes, measurement, marks, number and weight as stated in the notice or other documents are approximate and no warrantee shall be implied.
- 29 Quantities mentioned in the lot are approximate. The value paid in Forward Auction is for the approx. quantity. Proportionate value for the quantity falling short in a lot at the time of delivery will be refunded to the purchaser. Any quantity found excess in a lot from the approx. quantity will have to be taken by the purchaser for which proportionate amount will have to be paid by them.
- 30 The contract is valid for 12 working days for Zinc Dross (Top / Bottom / Ash / Flakes) and 30 working days for Zinc Dross Bottom arising from Zinc Pot from the date of sale order.
- 31 In the event of the materials are found in excess of the materials specified in the Release Order the buyer will be allowed at the discretion of Management after he deposits the payment for the excess material. However for excess Quantity beyond 10% approval of Dy. General Manager (Marketing) will be required. **FOR SALE OF ZINC DROSS DELIVERY EXCESS TO THE QUANTITY INDICATED IN THE SALE ORDER WILL BE STRICTLY UNDER THE DISCRETION OF MANAGEMENT.**
- 32 The documents i.e. Latest Income Tax Clearance Certificates etc as enumerated in Clause 9 of the Catalogue Schedule are to be submitted.  
These documents shall be sent for Cardex Clearance. Only thereafter, Release Order will be issued. In the absence of these documents, no Release Order will be issued.  
For any delay in submission of above documents, payment date shall not be deferred.
- 33 **Entry Tax:**  
Entry Tax indicated against various lots in Annexure A is indicative only and is subject to change. Entry Tax shall be charged extra as applicable at the time of despatches. Bids are to be submitted excluding VAT, ED, Entry Tax. For further clarifications, if any: Finance Deptt may be contacted.
34. The hazardous waste to be given to only those actual Re-processor/Re-cyclers units having authorisation from concerned SPCS and having registration certificate either from SPCB or CPCB are eligible to participate in the Tenders for Zinc Dross items (i.e. Zinc Dross/Zinc Ash/Zinc Skimming, etc.. As such, only such units shall be allowed to participate in the auction & they have to submit the necessary certificate along with the application of E.M.D. Traders shall not be allowed to participate in the Forward Auction.