



SYNOPSIS OF CATALOGUE

FA Number	MKT/FA/IA/14-15 (39000037)	Reference
FA Date	19-12-2014	Auction website – www.metaljunction.com
Auction Start Time	2.30 PM	Please select Client “RSP” after Submitting your User ID & Password in Log In Page
Item Description	SCRAP/OLD/USED/OBS/SCRAP IDLE ASSET (SCRAP GE 80 TON DIESEL ELECTRIC LOCO)	Annexure-A
Quantity & No. of Lots	1 Lot (ONE LOT CONSISTING OF 1 NO. LOCO) on “As Is Where Is” and “No Complaints” Basis	Annexure-A
EMD Amount & Last date of Submission	Rs.1, 25,000/- to be submitted for one time participation for all lots of this Forward Auction. Last Date for Submission of EMD Deposit Details by 5.00PM on Dt.18-12-14 . EMD will be adjusted into Security Deposit in case of award of sale.	Annexure-E Clause-3.2
Taxes and Duties	Excise Duty: Not applicable. VAT @ 5% / CST @ 2% against ‘C’ Form for dispatches outside Odisha, ET: NIL, TCS: @1%. Rates of taxes and duties as applicable on the date of dispatch shall be applicable.	Annexure-E Clause-4 & 5
Bidding	Bid to be submitted for Full Lot EXCLUSIVE OF ALL TAXES AND DUTIES. Bid to remain valid for 180 working days.	Annexure-E Clause-3.1 & 3.3
Security Deposit (SD)	5 % (FIVE PERCENT) of basic Sale Value to be deposited in 10 working days from the issue of Acceptance of Bid. FAILURE TO MAKE PAYMENT OF SECURITY DEPOSIT WITHIN THE SCHEDULED DATE TO RESULT IN FORFEITURE OF EMD AND CANCELLATION OF SALE.	Annexure-E Clause-6
Payment Date/Schedule	Full payment towards each installment will include Sale Value along with taxes and duties. Number of installments will be as applicable for Sale Value. DELIVERY ORDER FOR DELIVERY WILL BE ISSUED AFTER RECEIPT OF FULL PAYMENT WITH TAXES & DUTIES.	Annexure-E Clause-6.2
Validity & Delivery Time	As per Clause 7 of Annexure E	Annexure-E Clause-7
Penalty For Late Payment	Extension of maximum of 7 working days shall be considered with penalty @ 1% of balance payment provided written request is received within due date of payment. FAILURE TO MAKE PAYMENT EVEN WITHIN THE EXTENSION PERIOD TO RESULT IN FORFEITURE OF SECURITY DEPOSIT .	Annexure-E Clause-6.3
Ground Rent For Delay in Lifting	1% per week or part thereof.	Annexure-E Clause-7.1
Special Remarks	1. All customers may kindly furnish their TIN/SRIN No before making payment or lifting/dispatches 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. Please go through all the Annexures. Customers may inspect the material offered for sale and satisfy themselves before participating in Auction. Sale is on As Is Where Is and No Complaint basis.	
	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 be 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.	
Contact Persons	Mr. A Kumar, DGM (TRM) Ph : 0661-2448721, 244-8178 Ms. Madhavi Kumar, DGM, Mktg. (0661-2447044) Mr. Atul Gupta, DGM, Mktg. (0661-2448440) Mr. Raunak Bose (Mjunction, Rourkela) Ph: 098305-28702 Mr. Somnath Mukherjee (Mjunction, Rourkela) Ph: 099370-65924	



Steel Authority of India Limited, Rourkela Steel Plant, Rourkela, (A Govt. Of India Undertaking), Marketing Department

**On Behalf of
STEEL AUTHORITY OF INDIA LIMITED, ROURKELA STEEL PLANT, ROURKELA
(A GOVT. OF INDIA UNDERTAKING), MARKETING DEPARTMENT**

Mjunction Services Ltd is conducting the sale of the following items through Internet –
www.metaljunction.com

Subject:

Forward Auction of 1 No. of Scrap GE 80 Ton Diesel-Electric Loco on **Dt. 19.12.2014 at 2.30PM**
Vide, Forward Auction No. MKT/FA/IA/14-15 (39000037), Lot No : 24000020,
Material Code (SAP) : 116720000000000000 (SCRAP/OLD/USED/OBS SCRAP IDLE ASSETS)
Qty : 1 (ONE) LOT

Bids are invited by the General Manager (Marketing), Steel Authority of India Limited, Rourkela Steel Plant, Rourkela for sale of the following items on “As is where is “and” No complaints “ basis from prospective bidders for sale of Idle Assets of RSP. The details of the items available are given in Annexure – A.

Contents

1. Notice for Forward Auction of 1No. of Scrap GE 80 Ton Diesel-Electric Loco
2. Annexure B, Letter of Interest
3. Annexure C, General Rules And Regulation Governing Conduct Of Online Auctions On The “Service Provider” Platform
4. Annexure D, Definition of Key Terms of FA.
5. Annexure E, Special Terms & Conditions for Sale of materials.
6. Annexure F, General Terms and Conditions for sale of idle assets through FA.



Steel Authority of India Limited, Rourkela Steel Plant, Rourkela, (A Govt. Of India Undertaking), Marketing Department

NOTICE FOR FORWARD AUCTION OF 1 No. OF SCRAP GE 80 TON DIESEL-ELECTRIC LOCO

Ref. No. MKT/FA/IA/14-15 (39000037) Lot No: 24000020

Dt. 02.12.2014

- 1) Items 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 **Dt.19.12.2014 @ 2.30PM**

The salient terms & conditions are as follows:

- **Earnest Money Deposit: (EMD):Rs.1, 25,000/- (ONE LAKH TWENTYFIVE THOUSAND ONLY).** However, PSUs / Government undertakings shall be exempted from submission of EMD.
- Rate of Taxes Duties to be applicable over and above Bid value: Excise Duty: not applicable. VAT @ 5%, ET Rate: NIL, TCS: @1%. Rates of taxes and Excise duties as applicable on the date of dispatch shall be applicable.
- **Payment Terms:** The Buyer will be required to deposit the Security Deposit upon issue of Acceptance of Bid by SAIL, RSP within the schedule. After issue of Sale Order, total Payment towards sale value plus taxes and duties is to be made as per schedule mentioned in Clause-6.2 of Annexure-E. Delivery order for delivery will be issued after receipt of full payment with taxes & duties as per schedule mentioned in Clause-6.2 of Annexure-E Payment for each installment shall include applicable taxes & duties.
- **Dismantling and Delivery / Lifting of material:** To be arranged by Buyer at their cost. Delivery will be allowed after issue of Delivery Order.
- **Delivery Period:** As per clause 7 of Annexure E. Delivery Order to be issued after receipt of all installments / full sale value plus taxes and duties.
- **Validity of Bid:** 180 working days from the next date following the date of closure of Forward Auction.
- **Scope of Work:** Any item not appearing in the Annexure-A is excluded from scope of sale.
- **Sale is on "As is Where is" and "No complaint" Basis.** Bidders in their own interest are advised to inspect the materials and satisfy themselves prior to participating in the Forward Auction. Dimensions wherever given are only indicative in nature.

Customers intending to participate in the auction shall have to submit the following latest by 5.00 PM on or before Dt.18.12.14

- Notice for Forward Auction of 1 No. of GE 80 Ton Diesel Electric Locomotive signed & stamped by them
 - A letter of interest in the format given at “**Annexure – B**”, mentioning the UTR No or Instrument No as per the mode of payments signed & stamped by them,
 - “General Rules & Regulations governing conduct of Online Auction on the Service Provider Platform” (**Annexure-C**) signed & stamped by them,
 - “Definition of Key Terms”, (**Annexure-D**) and “Special Terms & Conditions for Sale of Materials” (**Annexure-E**) duly signed on each page signed & stamped by them,
 - General terms & conditions of Sale of materials by FA from Marketing Department (**Annexure F**) signed & stamped by them and
 - Earnest Money Deposit (EMD)
- 3) Earnest Money Deposit (EMD) shall be deposited in favour of **MJUNCTION SERVICES LIMITED**, through any of the modes as mentioned in **Annexure-E (Clause-3.2)**. However, **PSUs / Govt. undertakings shall be exempted from submission of EMD.**
 - 4) Payment of EMD by Cash, Cheque, CDR or any other form is not acceptable. It is not possible to adjust EMD from any other sum of money due from the Rourkela Steel plant; on account of pending bills, security deposit or EMD paid towards another Auction
 - 5) Earnest Money Deposit (EMD) or Security Deposit amount deposited shall not accrue any interest.
 - 6) The Service provider M/s mjunction services will provide a “user ID” and a “Password” to each individual customer, who submit required EMD and the documents stated above, to enable them to participate in the dynamic auctioning process of the lots, to be conducted in the Website [www.metaljunction.com]. Before actual participation, the customers may



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obtain necessary help from the Service provider so as to enable themselves to participate in the Online Auction process without any difficulty.

- 7) **Final Bidding shall be on LOT basis, i.e., (Rs per LOT exclusive of all taxes and Duties).** The purchaser shall pay all Duties, Taxes and Levies as applicable at the time delivery as extra.
- 8) Final Bids given by the successful bidders in the Online Auction process shall be kept valid for **180** working days from the next date following the date of closure of Forward Auction for the acceptance by the Management.
- 9) SAIL, RSP reserves the right to accept or reject any or all the bids or to apportion the materials in any manner deemed fit and this decision shall be final.
- 10) In case the bids given by the customers in on-line auction process are not acceptable, the EMD shall be refunded.
- 11) **Acceptance of Bid** shall be issued to the successful bidder / purchaser whose bids are acceptable to RSP.
- 12) Payment Terms will be inter alia, as per Clause 6 of Annexure E & Clause 12-15 of Annexure-F.
- 13) **Delivery Order will be issued on receipt of Full Payment including duties, taxes & levies as applicable.**
- 14) In the event of failure on part of the Purchaser to furnish the Security Deposit within the time mentioned in the Acceptance of Bid, SAIL, RSP may at its discretion, cancel the sale without issuing any prior notice to the Purchaser and the Earnest Money Deposit shall stand forfeited. In the event of such default, the bidder will be **debarred** from participation in future auctions/forward auctions/tenders for a period of **three months**.
- 15) **Payment terms, Penalty** for delayed payment, Issue of **dispatch advice**, **Lifting** of materials from the yard, **Ground Rent, Forfeiture of EMD/SD** etc. shall be governed by the **"Special Terms & Conditions for Sale of Materials"**. (Annexure-E & F).
- 16) **Payment of Security Deposit and the Sale Value shall be in the form of Demand Draft (DD), Pay Order (PO), Banker's Cheque (BC) drawn on any scheduled bank at their Rourkela Branch in favour of Steel Authority of India Ltd., Rourkela Steel Plant. Payment by Cash, Cheque, and CDR or in any other form will not be accepted.**
- 17) Purchaser will have to lift the entire materials from the lot site on "As is where is" and "No complaint" basis as per **clause 7-9 of the Special Terms & Conditions for Sale of Materials (Annexure-E) which may be referred & clause 20.0 of General terms & Conditions for sale of Idle Assets through Forward Auction by Marketing Department of SAIL/RSP (Annexure F).** Purchasers will have to make their **own arrangement** for dismantling /collection / removal and transportation of the materials purchased by them from the site / Stores.
- 18) If for any reasons beyond the control of SAIL, RSP, all the materials offered through the online Auction process or part thereof **cannot be delivered**, the liability of RSP will be limited only to the extent of **refund of the proportionate amount** paid by the purchaser as applicable for the quantity not delivered. The decision of SAIL, RSP will be final in this regard. **[Clauses 17.0 & 18.0 of Annexure F may kindly be referred to.]**
- 19) **Inspection of Plants / Equipment / Stores**
Prospective Bidders shall be allowed to inspect the materials / lots at site / stores / yard, the indicative locations of which are given in Annexure A during working hours from **9.00AM to 5.00 PM** excluding the Holidays, with prior appointment. Necessary entry passes may be obtained from CISF against application made through Sr. Manager (Marketing), Auction & Disposal.



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Customers may please contact at the following no. for any assistance on inspection, gate pass issue- Ms. Madhavi Kumar, DGM, Mktg. (0661-2447044), Sri A Kumar, DGM (TRM) Ph: 0661-2446030

- 20) For sale through On-line auction process, actual users or traders would have to submit the appropriate Sales Tax Declaration Forms. Applicability of Sales Tax and the concessions to the actual users or traders would be as per prevalent rule. Tax at full rate will be charged if appropriate form is not submitted. The present rate of taxes is as follows:

VAT	5%/ CST @2% against 'C'Form
Excise Duty	NIL
TCS	1.0%
ET	NIL

20) AUCTION START TIME: 2:30 PM on 19/12/2014.

**STEEL AUTHORITY OF INDIA LIMITED
ROURKELA STEEL PLANT
ROURKELA-769011
MARKETING DEPARTMENT**

Sub: Sale of Idle Asset through ONLINE FORWARD AUCTION

REF.No.: MKT/FA/IA/14-15 (39000037)

Date: 02.12.2014

The following materials are available for sale through Online Forward Auction to be conducted on 19.12.2014

SI No.	Product Code Lot Number	Product Description Additional Info	Qty/Unit	Location	No.of Instal ments
1	116720000000000000 24000020	SCRAP/OLD/USED/OBS/SCRAP IDLE ASSET	1.00 LOT	4320-V360 IA-V360-08	01

The rates of Taxes & Duties applicable on this lot are as follows. However the Taxes & Duties prevailing on the date of dispatch shall be applicable

VAT : 5 %

TCS :1 %

E Tax :2 %

Excise Duty : Mentioned against each item

SI No	Equipment Details / Broad Specification	Qty	Unit	Remarks
	SCRAP GE 80T DIESEL-ELEC.ENGINE NO 414 Excise Applicability : No Duty Type : Total BED : 0.0000% Total Ed Cess : 0.0000% Total Sed Cess : 0.0000%	1.000	LOT	
	THIS IS A 470HP, 80T CAPACITY TWIN PACK DIESEL ELECTRIC LOCO (MAKE: G.E.,USA). THIS WAS PROCURED FOR TRANSPORTATION OF IN-PROCESS & FINISHED PRODUCTS. IT INCLUDES 4 NOS. OF D.C.TRACTION MOTORS & 2 NOS. OF D.C.GENERATORS & 2 NOS. CUM- MINS DIESEL ENGINES. PRESENTLY THIS LOCOMOTIVE IS AVAILABLE IN ASSEMBLED CONDITION AND IS BEYOND ECONOMIC REPAIR. THE LOCO HAS ONE COMPRESSOR. SOME PORTION OF THE OUTER FRAME HAVE BEEN OBSERVED TO BE PARTIALLY RUSTED. THIS LOCOMOTIVE HAS BEEN DECLARED AS IDLE AFTER PROLONGED USE BEYOND ITS USEFUL ECONOMIC LIFE.APPROX WT. 71.0 T. AVAILABLE MATERIALS ARE MAINLY MS, CAST STEEL, FORGED STEEL, BRASS & COPPER.			

Terms & Conditions :

The bidders must quote their rate on per unit basis exclusive of excise duty, sales-tax and other charges. Price should be quoted both in words and figures.

All other terms and conditions shall be as per our general terms and conditions of sale through online forward auction.

1. Parties are requested to furnish their bank account details i.e. Their bank account number, bank name & address. Parties may also give their e-mail address along with the letter of interest to m/s. Mjunction services limited. The above details are necessary in case of refunds etc.

2. Parties are also requested to furnish their ECC & TIN/SRIN numbers alongwith the letter of interest to m/s. Mjunction services limited. The above details are of utmost importance.

3. PAN number is to be provided by the customers. In case PAN is not available for any customer, Rs.10,000/- extra shall be payable along with value of material, which will be kept as additional security and shall be refunded as & when PAN no. is submitted by the customer.

Cc to : 1. Notice board of RSP Marketing Department : all valued customers are requested to contact m/s Mjunction services Ltd., Rourkela/ Kolkata offices for further details.

DGM, Marketing



EMD = Rs. 1, 25,000/-

NOTE:

1. **THE EQUIPMENT HAS BEEN DECLARED IDLE AFTER PROLONGED USE.**
2. Sale is on " As is where is " and "No complaint" basis and availability of all parts cannot be ensured by RSP. Bidders to inspect the equipments before bidding in Forward Auction.
3. Sale on single Lot Basis. Bidders to quote accordingly.
4. Dismantling to be arranged by bidder at their own cost for removal of materials.
5. Excise Duty : NIL, OVAT @ 5%/CST @2% against 'C'Form and TCS @ 1% and ET: NIL shall be payable extra.
6. **a)Responsibility of Contractor / Purchaser :**
 - i) *Materials for making scaffolding platforms/ ramps, if required.*
 - ii) *All consumables like Oxygen, industrial gas, welding electrodes, welding rods, filler rods etc.*
 - iii) *All necessary tools & tackles, cranes, hand winches, wire ropes, rope pulleys, other rigging items, welding machine, cables, gas cutting and welding set, paint.*
 - iv) *Safety appliances and clothing for their working personnel.*
 - v) *Transport for disposal of materials.*

b) As per safety rules and regulations, all the tools & tackles, winches being used by the contractor, should be tested and certified by a competent authority.

c) The working area should be barricaded with tapes and the contractor shall arrange the same.

d) The removal of scraps/ debris shall be done on regular basis.

e) Working at the site shall be done from 6 AM to 6 PM only.



ANNEXURE-B

LETTER OF INTEREST

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

Dear Sir,

1. We _____ having RSP Party Code _____ are interested in participating in the online auction: **MKT/FA/IA/14-15 (39000037)** to be held on **19.12.14 for Sale of 1 No. SCRAP GE 80 Ton LOCO Engines**
2. We are hereby submitting an EMD of **Rs.1, 25,000=00**
 - 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).



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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)** : _____
- n) **TIN/SRIN No.** : _____

All the above details given by us are correct and accurate. We also declare that we undertake to accept all terms and conditions mentioned herein *in toto* without any modification or exception.

Address:

For M/s. _____

Yours faithfully

Signature of Authorised Person :

Name of the person signing :

(With Company's Seal.)

Consignee address :



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. Finalization of the auction items in consultation with the client.
3. Defining of bidding rules for each auction 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. Summarizing 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 an “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 fulfill 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
- 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 endeavor 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**” & “**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



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

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

RIGHT OF THE CLIENT:

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

CONFIDENTIALITY CLAUSE:

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

JURISDICTION

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

Signed in acceptance of the above terms and conditions

Name:

Signature

Designation of signatory

Date

Place

Telephone / FAX no. _____



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)



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- Automatic extension in the event of bids being entered towards the end of the scheduled duration to facilitate the other bidders to view and react to the bid.

Auto Extension of the Auction Timings.

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

End of the Auction.

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

Auction Report.

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



ANNEXURE - E

SPECIAL TERMS & CONDITIONS FOR SALE OF MATERIALS

1.0 Introduction

Bids are invited on website HYPERLINK www.metaljunction.com for the sale of materials/items as per detailed list of items included in the Annexure A available at the above web site on “As is where is” and “No complaint” basis.

2.0 Scope: Any item not appearing in the Annexure A is excluded from scope of sale.

2.1 Dismantling and removal of various items of equipments, listed in Annexure – A on “As is where is” basis.

2.2 Dismantling will be allowed during day light time.

2.3 Loading will be allowed in General Shift only. Loading will have to be completed by 4 PM positively.

3.0 Submission of Bid:

3.1 Bidding shall be in **Rs for FULL LOT basis** excluding all taxes and duties.

3.2 For participation in the auction process, a sum of **Rs.1,25,000/-(Rupees One LakhTwenty Five Thousand only)** is to be deposited as EMD with the service provider latest by **5.00PM on or before Dt.18-12-14.**

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.

3.3 Bid is to be submitted for entire job in full quantity and to remain valid for 180 working days.



4.0 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.

- 4.1 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.

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

- 4.2.1 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.

- 4.2.2 “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.
- 4.2.3 “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.
- 4.2.4 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. In such cases where an undertaking for submission of “C” Form is given, the firm has to deposit the full CST amount with RSP. The invoice will be for 2% CST and the balance 3% shall be refunded / adjusted to the firm’s account, on submission of the “C” form at the end of the quarter.
- 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 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 / application / details/ documents (as mentioned above), received beyond the above timelines shall not be accepted or processed under any circumstances.

Entry Tax & TCS:

Entry Tax rate is Nil. TCS shall be charged @1.00%.

- 5.0 The rate of Excise Duty applicable is NIL.

6.0 SECURITY DEPOSIT (S.D) AND TERMS OF PAYMENT:



सेल SAIL

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- 6.1 After award of Contract, Security Deposit (S.D.) is to be furnished @ 5% of sale value in the form of Demand Draft / Pay order / Banker's cheque drawn in favour of SAIL, RSP from any Scheduled bank having branch at Rourkela or Bank Guarantee for full value of S.D. and it shall be as per the prescribed format of RSP. EMD initially deposited will be adjusted towards the S.D., in case of payment of SD through DD/ PO/ BC. Bank Guarantee shall be from a nationalized bank having branch at Rourkela and the BG should be operable and en-cashable at Rourkela. In case of submission of BG for S.D. amount, EMD shall be returned or adjusted towards deposit of 1st installment. It may be ensured that the validity of the Bank Guarantee is for a period, covering up to at least six months beyond the due date of expiry of the contract. In case of failure of the purchaser to deposit the S.D. and / or first installment of payment as specified in "Acceptance of Bid" / "Sale Order", SAIL RSP may at its discretion cancel the sale and forfeit the S.D. / EMD without issuing any prior notice to the Buyer. The bidders who back out will be debarred from participation in future forward auction(s) for a period of three (3) months.

6.2 Payment :

For sale value up to Rs 10 lakhs, payment **shall** be made in ONE instalment within 15 working days from the next date following the date of Sale Order.

For sale value above Rs 10 lakhs and up to Rs 60 lakhs, three equal installments **may** be paid at intervals of 15 working days from the next date following the date of Sale Order.

For sale value above Rs. 60 lakhs, first installment shall be 34% of the total sale value and shall be paid within 15 working days from the date following the date of Sale Order. The balance payment is to be made in maximum 2 installments of 33% each, at an interval of 30 working days from the next date following the due date of 1st installment.

Payment shall include all taxes and duties.

All days mentioned above are working days. The office holidays' list of RSP shall be final and binding for all purposes. No interim extension of payment dates would be considered by RSP hereafter, except in case of force majeure circumstances and Bandh/ Strike at Rourkela only, and that too, only when such an eventuality takes place on the last date of payment.

6.3 Extension of date of payment:

The 1st installment is to be paid within **15 working days** of issue of **Sale Order**. In case of delay in deposit of any installment, extension of maximum of 7 working days shall be considered with late deposit charge @ 1% of balance due, provided a written request is received within due date. If payment of any installment is delayed beyond this 7 working days grace period, SAIL, RSP shall have the option to forfeit the SD and put the items for sale again. In case, any installment is paid with late deposit charge, it is to be noted that the due dates of payment for the subsequent installments shall remain unchanged.

Payment towards the value of the materials including taxes and levies etc. shall be accepted in the form of DD/ PO/ BC issued by a Scheduled bank (excluding Gramin Bank & Co-operative Banks) having branch at Rourkela drawn in favour of SAIL, RSP payable at Rourkela **or through L/C for full sale value**. The L/C amount for full value of each installment including taxes & duties shall be credited to RSP account by the due dates of the three installments against the Acceptance Letter. The negotiating document shall be "Acceptance Letter" / "Disposal Sale Order". LC will have to be given as per prescribed format of RSP and shall be operated through State Bank of India, Bisra Road Rourkela.

- 6.4 Items and the quantities mentioned in the Sale Order and Delivery Order (D.O.) only are to be lifted.



7.0 Contract Validity:

This Contract shall be valid for the period as specified below, from the date of issue of Acceptance Letter and it includes all activities involving completion of dismantling operations and lifting of equipments / materials.

Sale order Value	Contract Validity in working days
UptoRs. 10 Lakhs	60
Above Rs. 10 Lakhs to Rs. 20 Lakhs	75
Above Rs. 20 Lakhs to Rs. 30 Lakhs	90
Above Rs. 30 Lakhs to Rs. 40 Lakhs	105
Above Rs. 40 Lakhs to Rs. 50 Lakhs	120
Above Rs. 50 Lakhs to Rs. 60 Lakhs	135
Above Rs. 60 Lakhs	210

7.1 Ground Rent:

In case material is not removed within contract validity, extension of time shall be considered with payment of ground rent @ 1% per week or part thereof of proportionate value of un-lifted material subject to a maximum limit of 4 weeks. After expiry of the period of lifting on payment of ground rent, the un-lifted materials shall be treated as abandoned goods and RSP shall be free to dispose it otherwise.

8.0 Lifting of Material:

The purchaser shall lift the material after receipt of full payment subject to permission from SAIL, RSP. For the purpose of dismantling the structure and lifting the material, the Purchaser will engage their own labor and transport at their own cost and risk within the prescribed limit of time as per permission of RSP depending upon the condition prevailing in the area. The purchaser shall be dismantling and lifting the material from the area as may be earmarked / demarcated by RSP from time to time which shall be final and binding on them and they shall observe the rules and regulations and working hours as may be fixed by RSP. The purchaser shall lift the materials only after fulfilling the condition of advance payment in full and after obtaining the Release Order issued by the competent authority of RSP. The purchaser shall follow the procedure for taking the materials out of the premises of RSP within the time allowed in this behalf. The purchaser should note that no lifting of material will be allowed on weekly holidays and / or closed holidays observed by RSP. The purchaser shall not segregate the material at the site allotted. It will be the discretion of the authorized representative of RSP to advise the Purchaser in which manner the materials shall be lifted.

9.0 **Cutting / dismantling** of the materials may be allowed to facilitate loading of materials into the trucks / trailer etc. Cranes required for loading will have to be brought by the purchaser at their own cost. However, before doing so, necessary permission from SAIL, RSP has to be obtained, and if felt necessary by RSP, the entire job or any part of it has to be done under the supervision of the representative of RSP.

10.0 RSP reserves the right to reject any or all the offers or foreclose the contract at any time due to administrative reason.

11.0 The Forward Auction being on "AS IS WHERE IS" and "NO COMPLAINTS" basis, no guarantee regarding material quality / quantity / chemical Analysis and its usage is given by RSP.

12.0 STORAGE, PACKING AND TRANSPORTATION

Adequate storage area is available in each bay / plant site for the storage and packing of the dis-mantled equipment. Packing shall be done in the presence of authorized RSP personnel and the material shall be transported out of the plant only against the "Material Pass" / "Dispatch Advice" issued by SAIL, RSP against each consignment.

13.0 HANDING OVER THE SITE TO RSP



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The purchaser shall clear the debris, scrap and unwanted materials from the site to a place within the plant premises, as assigned by RSP. The cover plates and slabs over the cable and pipe channels removed for dismantling purpose shall be replaced. All supports, structures and connections, if any, of power, water, compressed air etc., shall be removed. The site shall be handed over to RSP in a tidy and neat condition.

14.0 **CO-ORDINATING OFFICER:**

For the convenience of the purchaser, RSP shall designate a **Technical Officer** for co-ordination with other Agencies of RSP and superintendence of site work.

15.0 In case of any ambiguity / clarification or doubt / dispute with regard to specifications, scope, quantity and other terms and conditions of the sale through Forward Auction, decision of GM (Marketing.) shall be final and binding.

16.0 The bidder who agrees to all terms and conditions of the FA may take part in the online event. Taking part in the online event shall itself construe that the bidder accepts all the terms and conditions of the Forward Auction.

17.0 **In case of conflict, the terms and conditions indicated in the “Special terms & conditions” shall prevail over the general terms & conditions.**

Important:-

Submission of Catalogue: This catalogue is to be submitted along with the EMD deposit detail with all Pages duly signed by the bidder latest by 5.00 pm on or before **18.12.14** to the office of M/s mjunction services Ltd.



Annexure-F
General Terms & Conditions of Sale of Idle Assets through Forward Auction by Marketing Department (RSP/SAIL)

- 1.0** The following terms of expressions, as used herein and in the appertaining Tender documents including Notice for Forward Auction of Idle assets, Instructions to bidders, Special Terms and Conditions, Letter of Interest, General rules and Regulations of Forward Auction, Definition of Key Terms of Forward Auction, Auction Schedule (Scope of work, payment Terms, Taxes and duties etc), Annexures, Appendices shall have the meaning defined hereunder.
- 1.1** “**SAIL**” shall mean “**Steel Authority of India Limited**” incorporated under the Companies Act, 1956 and having its registered office at IspatBhavan, Lodi Road, New Delhi- 110003, India and having their **Rourkela Steel Plant** at **Rourkela**, which term or expression unless excluded by or repugnant to the context shall include its successors and permitted assigns. SAIL, RSP shall mean Rourkela Steel Plant, hereinafter called the “Company”.
- 1.2** **Rourkela Steel Plant (hereinafter referred as RSP)**” shall mean the plant/unit of SAIL at Rourkela, Orissa, India, and the owner.
- 1.3** “**Bidder**” shall mean the person (individual), firm, corporation, business entity participating in the auction and shall include his/its/their heirs, executors, administrators, successors and assigns.
- 1.4** “**Purchaser or Buyer**” shall mean the successful bidder whose bid has been accepted under Forward auction by SAIL/RSP and shall include his/its/their heirs, executors, administrators, successors and assigns approved by SAIL/RSP.
- 1.5** “**The Contract**” shall mean and include the Notice for Forward Auction of Idle assets, Instructions to bidders, Letter of Interest, General Rules and Regulations of Forward Auction, Definition of Key Terms of Forward Auction, Auction Schedule (Scope of work, payment Terms, Taxes and duties etc), General Terms and Conditions of Sale of Idle assets through Forward Auction by Marketing Department, RSP, Special Terms & Conditions, Annexures, Appendices, Acceptance Letter/Sale Order along with subsequent amendments, if any and other documents issued by SAIL pertaining to the referred forward auction.
- 1.6** “**Weight**” shall mean the calculation of a load. It is to be stated in Metric Tonnes (1 Metric Ton=1000 Kgs) and /or in Kgs.
- 1.7** “**Time**” shall be reckoned by months, days, and hours, the period of a month being equivalent to a calendar month, according to a Gregorian calendar. Period of a month shall be equivalent to 30 days.
- 1.8** “**CISF**” shall mean “Central Industrial Security Force” or any other security Agency appointed by SAIL in its plant/units.
- 1.9** “**Auction**” refers to the forum where requirement for one/more lots/items is stated and the participants (bidders) are required to bid up the price to be selected to purchase the requirement.
- 1.10** “**Online Auctions**” refer to those auctions conducted through the Internet with the bidders (from one or more locations) simultaneously bidding to be selected for selling the item/s on auction. In other words, the venue for the auction is on an Internet website/platform.
- 1.11** **Award at the Auction:** Subject to acceptance by SAIL, RSP, in a single winner format, the bidder who quotes the highest price is awarded all the units of the item being auctioned.



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1.12 “Cluster” refers to the combination of more than one lot/items of either dissimilar /similar nature in terms of composition or extent of availability of material with different degrees of usage by the plant.

1.13 “Letter of Interest” is the undertaking to be submitted by each intending bidder duly completed and signed by him, accompanied with other documents authenticating the bidder's status and forwarding the Earnest Money Deposit to the Service Provider/Auctioneer appointed by SAIL/RSP in the Notice for Forward Auction, to conduct the forward auction. Submission of the “Letter of Intent” by the bidder will imply that the bidder intends to participate in the forward auction and has gone through all terms and conditions of sale and different Annexures etc and fully accepts the same without any reservation and will adhere to the same while bidding, if the bidder succeeds in the bid and acceptance letter is issued to him, and during execution of the contract

1.14 ‘Persons’ shall include firms, companies, corporations, associations or body of individuals whether incorporated or not. Words importing masculine gender or singular number shall also include feminine gender and plural numbers and vice versa where the contract so requires or permits.

2.0 TERMS AND CONDITIONS OF SALE ON “AS IS WHERE IS” AND “NO COMPLAINT” BASIS:

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 the principle of “Caveat Emptor” shall apply to the sale. The sale is on the basis of “AS IS WHERE IS”. No guarantee whatsoever regarding quality, description, present or future conditions of the material at the time of supply and / or its fitness for any specific purpose can be given. The materials will be lifted from the site of storage with all faults, errors in description or otherwise if any quantity, quality, size, measurement, marks and number is stated in the FA documents, the same are approximate and no warrantee or guarantee shall be implied. The bidders are advised to inspect the materials before offering their price.

3.0 The sale is exclusively meant for the materials stated in the notice for Forward Auction 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 RSP, do not form part of the items to be sold. The decision of RSP and its authorized representative of Marketing department will be final in this regard.

4.0 No firm / person who is banned by SAIL, RSP or by any other unit of SAIL shall be allowed to participate in Forward Auction. If at any time it is detected that any such person / firm has participated in Forward Auction or purchased a lot, his bid will stand cancelled and the entire deposit with SAIL, RSP shall be forfeited.

5.0 The Bidders must submit their firm details in the letter of interest submitted to the service provider M/s mjunction services with respect to Excise registration code (if applicable), Sales Tax Registration No., Permanent Account No. and provide necessary attested copies of the same. Similarly, the bidder is also required to furnish information about its firm's status and submit necessary documents viz: Memorandum of Association, Article of Association. Partnership Deed, Proprietorship etc. failing which the bid is liable to be rejected.

5.1 Submission of Bids in the Online Forward Auction will mean that the bidder has gone through the terms & conditions and the same are accepted by him in totality.

5.2 SAIL, RSP reserves the right to dispose off any items by other means even after inviting offer / bids for sale of such materials by forward auction / tender.

6.0 VALIDITY OF BIDS:

The Quotation / BID shall remain **valid for 180 working days** from the date of the Forward Auction.

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



- (b) RSP reserves the right to accept or reject any or all the Catalogue Offers / Letter of Interest without assigning any reason thereof at any stage.

7.0. **CONDITIONAL OFFERS:**

- (a) Conditional CATALOGUE OFFERS / Letter of Interest will not be considered.
(b) **LATE SUBMISSION OF EMD:** Late submission of EMD will not be considered and it will not be accepted after closing hours.

8.0 **ACCEPTANCE OF OFFER:**

- 8.1 Once the bid quoted by a bidder is found acceptable to SAIL, RSP, an "Acceptance of Bid" will be issued to the successful bidder by Registered Post / Courier. This will indicate the total amount of security deposit, amount of EMD already submitted which shall be converted / adjusted towards SD, the balance amount of SD and the time (normally 10days) within which the balance amount of SD, is to be deposited etc.
- 8.2 After completion of internal formalities like site inspection etc. the "Acceptance Letter" shall be issued to the successful bidder by registered post / courier. This will indicate the: - description of goods, quantity, accepted rates, sale value, total amount of security deposit, date of payment of the 1st installment, subsequent installments, etc.
- 8.3 SAIL, RSP, at its discretion, can award the contract to a successful bidder for full or part quantity of the material or can divide the offered quantity between one or more purchasers.

9.0 **SECURITY DEPOSIT:**

- 9.1 **RSP** shall adjust the Earnest Money Deposit deposited by the purchaser, against Security Deposit on issuance of Acceptance of Bid. The balance amount towards S.D. shall be paid by the purchaser within the time stipulated in the Acceptance of Bid. The Security Deposit is to be deposited in the form of Demand Draft / Pay Order / Banker's Cheque (DD/PO/BC) in favour of SAIL, RSP, drawn on any Scheduled bank (excluding Gramin Bank & Co-operative Bank), having a branch at Rourkela, or Bank Guarantee from a nationalized bank, having a branch at Rourkela, in the prescribed format of SAIL, RSP. The Security Deposit shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variations, alterations, or extensions of time as may be made, given, conceded or agreed to between the buyer and SAIL. In case of Bank Guarantee. It shall be for the full value of S.D. amount and it has to be ensured that the same is operable and en -cashable at the Rourkela branch of the nationalized bank concerned. It may be ensured that the validity of the Bank Guarantee is for a period covering up to at least six months beyond the due date of expiry of the contract. After the BG for the full S.D. amount is furnished by the Purchaser and the same is accepted by RSP, EMD shall be refunded to the Purchaser or adjusted towards deposit of installment payment.
- 9.2 The security deposit will be refunded after receipt of Delivery Completion Report to be signed by both the parties (SAIL, RSP as well as the Purchaser) and is subject to satisfactory execution and completion of lifting of materials strictly in accordance with the terms & conditions of this Forward Auction sale. SAIL, RSP will be entitled to recover from the Security Deposit all money due to it, concerning the sale. Security Deposit shall not accrue any interest.
- 9.3 In the event of failure on part of the Purchaser to furnish the Security Deposit within the time mentioned in the Acceptance of Bid. SAIL, RSP may at its discretion, cancel the Acceptance of Bid without issuing any prior notice to the Purchaser and his Earnest money shall stand forfeited. The Purchaser due to such default shall be debarred from participation in future auctions/forward auctions / tenders for a period of three months.

10.0 **SALE ORDER:**

- 10.1 After the Security Deposit is received in full by SAIL, RSP and internal formalities like site inspection etc. are over; Acceptance Letter along with Sale Order shall be issued to the



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Purchaser, which will be dispatched by registered post / courier. The Sale order shall indicate the description of goods, quantity, accepted rates, sale value, security deposit received and the time within which to make the payment for balance installments, delivery period, etc.

11.0 CONTRACT VALIDITY:

The contract will be valid for a specified period to be reckoned from the date of issuance of Acceptance letter and as indicated in the Acceptance letter / Sale Order and / or its subsequent amendments. The purchaser should complete the execution of the contract within validity date of the contract, failing which ground rent will be levied at a rate specified herein.

12.0 PAYMENT:

- 12.1 On receipt of Acceptance Letter / Sale Order, the Purchaser shall deposit the amount as per details indicated therein through DD/PO/BC drawn on any Scheduled bank (excluding Gramin bank and Co-operative bank) in favour of "Steel Authority of India Ltd., Rourkela Steel Plant" payable at Rourkela. In case of payment through a Scheduled bank it may be ensured that the concerned bank has a branch at Rourkela. Cheques will not be accepted towards payment of sale value, sales tax, duties, penalties/ground rent/ damages etc. Adjustments of payments from any other payment due to the Purchaser will not be entertained.
- 12.2 In case, the purchaser intends to make payment through Letter of Credit (LC), the LC value for full sale value including taxes & duties etc. shall have to be opened as per prescribed format of RSP and operated through State Bank of India, Bisra Road, Rourkela. The L/C amount for full value of each installment including taxes & duties shall be credited to RSP account by the due dates of the three installments against the Acceptance Letter. The negotiating document shall be Acceptance Letter/ "Sale Order".

13.0 TAXES AND DUTIES:

- 13.1 All taxes /Excise duty under the local, state, central or any other law shall be payable by the Purchaser in addition to the Sale value, as applicable for each item at the prevailing rates as on the date of delivery.
- 13.2 For excisable items, the date of Excise Duty gate pass will be deemed to be the date of delivery.
- 13.3 Excise duty shall be payable extra on all items/goods procured /installed on or after 1-3-1994.

14.0 EXTENSION OF DATE OF PAYMENT:

- 14.1 1st installment dues shall be deposited within 15 days from the date of issue of Acceptance Letter or as specified in the Acceptance Letter. Similarly, other installment(s) shall be paid as per the schedule in the Sale Order.
- 14.2 Amount due under an installment has to be paid within the scheduled / stipulated date in the Acceptance Letter / Sale Order. Or in case the amount paid in part and a request is made for extension of time for payment of the rest, such request may be allowed subject to an extension of maximum 7 working days with a penalty of 1%.
- 14.3 In the event any due date of payment / installment falls on Sunday or RSP office holiday, the payment shall be made on the next working day without late charges.

15.0 FAILURE TO MAKE PAYMENT:

In the event of failure of the Purchaser to deposit the installment dues within the scheduled date or by the date for which extension is permitted as per clause 14.2, the Purchaser shall be liable for forfeiture of his Security Deposit and the Acceptance Letter / Sale Order, as the case maybe, maybe terminated without any further reference to the



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Purchaser. The purchaser, in such event will be debarred for a period of 3 months to participate in Forward Auction / Tender of RSP.

16.0 DELIVERY

- 16.1 On receipt of full payment for the item from the purchaser, RSP will issue a "Delivery Order" which will enable the purchaser to take delivery of the materials from the site. The Purchaser will remove the goods sold from the site after dismantling, wherever required.
- 16.2 **ACCEPTANCE LETTER**, SALE ORDER or DELIVERY ORDER, as the case maybe, is not transferable nor can the same be assigned to any other person /s.
- 16.3 The Purchaser who signed the FA notice/ Letter of Interest is required to sign the Delivery Order for taking delivery. If the purchaser desires to take delivery through his authorized representative, he must authorize by a letter of authority, which shall be presented to the appropriate authority of RSP. The letter of authority shall bear the specimen signature of the Authorized Representative duly attested by the bidder / purchaser. SAIL, RSP may at its discretion decline to act on any such authority and it shall be in all cases for the purchaser to satisfy the SAIL/RSP that the authority is genuine. Delivery by party will be at the purchaser's sole responsibility and risk and no claim shall lie against SAIL, RSP on any accounts whatever, if delivery is effected to wrong person(s).

17.0 DELIVERY AND REMOVAL OF GOODS:

- 17.1 Delivery of the material will be effected "In situ" by SAIL, RSP. Time is the essence of the contract. The goods sold will be removed by the Purchaser from the site within the date specified in the Delivery Order. The Purchaser will take delivery of the materials during working hours on all working days on presentation of the Delivery Order to the Officer-in-charge / Co-ordinating Officer / Technical Officer representing the custodian of the goods sold from the site / Disposal yard / stores who may suspend the delivery for a particular period of time for want of any clarifications or other technical / operational reasons. The purchasers will make their own arrangements for collection / removal and will not be entitled to claim any facilities or assistance for the transport / removal of the goods / lots from the plant premises. SAIL, RSP may, subject to availability, extend at its discretion certain facilities such as crane, compressed air etc. on chargeable basis for handling the lot. The fact that such application has been made to RSP or any delay on the part of RSP to grant such facilities does not entitle the purchaser for any extension of delivery date.
- 17.2 It will be the sole responsibility of the Purchaser to ensure the removal of the materials within the stipulated period which is firm and shall not be deferred on the grounds of availability or otherwise of labor, truck and such other factors as climatic conditions and transport etc.

18.0 SHORTAGE / EXCESS OF GOODS

Where the goods are sold in lots and not in number or units, and reference to quantity, quality, size, measurement, number and weight in the notice or other documents shall not be a point of dispute and the purchaser shall have no claim against RSP for refund of whole or any of the purchaser's money or for loss of profit, interest, damages or otherwise.

Where the materials are sold by weight or in number and the Purchaser fails to obtain delivery of the whole or portion of the goods sold, no claim shall be entertained but he shall be refunded the amount of sale value proportionate to the undelivered quantity. The decision of SAIL, RSP for arriving at the proportionate amount shall be final and binding on the Purchaser. He shall not be entitled to claim any damages, loss or profit interest or compensation on any account due to such short delivery.

However, if the quantity after lifting of this stipulated quantity is found to be in excess of the quantity indicated in the Delivery Order, SAIL, RSP may at its discretion offer the surplus quantity to the Purchaser at a price not less than the price at which the contract is



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awarded and on the same terms and conditions. The Purchaser will be allowed to lift the material only after he has deposited the sale value and other charges / taxes etc. of the materials. In case such surplus quantity is offered to the Purchaser, he shall be bound to make payment for the additional quantity and would lift the same within the time specified for the purpose. SAIL, RSP also has the right either to recover the additional sale value and cost from the Security Deposit or demand the buyer to remit the additional amount due and obtain a valid receipt before allowing removal of the excess quantity. However, no request from the Purchaser to adjust such amount from the Security Deposit or any other sum payable to the Purchaser, shall be entertained by SAIL, RSP.

19.0 WITHDRAWAL OF GOODS FROM SALE

19.1 SAIL, RSP reserves the rights to withdraw at any stage any items and/or any quantity of the materials by number, description or weight without assigning any reason thereof to the purchaser. Pro-rata sale value for the materials withdrawn, if any, paid by the purchaser, will be refunded without interest. Pro-rata sale value will be based on the value taken into consideration for calculation of Reserve Price. Decision of SAIL, RSP for arriving at pro-rata sale value/proportionate amount shall be final & binding on the purchaser and will not be a point of dispute. Purchaser shall not have any claim or damages, loss of profit interest or compensation on any account due to such short delivery/withdrawal.

19.2 SAIL, RSP reserves the right to dispose off any items by other means even after inviting offer / bids for sale of such materials by Forward Auction / Tender.

20.0 GROUND RENT:

In case material is not removed within contract validity period, extension of time up to a maximum period of 4 weeks shall be considered with payment of ground rent @ 1% per week or part thereof of proportionate value of unlifted material,

21.0 LIFTING OF MATERIAL:

21.1 The full quantity of goods covered by Delivery Order shall be collected and removed by the Purchaser on **AS IS WHERE IS** and **NO COMPLAINT** basis in weight, dry or oily conditions, with faults or errors in description, without any sorting, segregation or rejection.

21.2 The Purchaser shall ascertain the convenience and obtain the clearance from the concerned department of SAIL, RSP for bringing his containers, Lorries / Trailers etc and for taking delivery of goods. Labor required for weighing and loading into Lorries / Trailers, will have to be arranged by the Purchaser at his cost.

21.3 No Pick & Choose, cutting, cleaning or breaking of goods will be permitted unless specified. The successful bidder shall lift the quantity for which payment has been received subject to permission by RSP. For the purpose of dismantling the structure and lifting the material, the purchaser will engage their own labour and transport at their own cost and risk from the area allotted to them within the prescribed limit of time as per permission of RSP. The purchaser shall be dismantling and lifting of the material from the area as may be earmarked / demarcated by RSP from time to time which shall be final and binding on them and they shall observe the rules and regulations and working hours as may be fixed by RSP. The purchaser shall lift the materials only after fulfilling the condition of advance payment and after obtaining the Delivery Order issued by the competent authority of RSP. The purchaser shall follow the procedure for taking the materials out of the premises of the owner as prevailing in the area within the time allowed in this regard. The purchaser should note that no lifting of material would be allowed on weekly holidays and/or closed holidays observed by the owner (RSP). The purchaser shall not segregate the Forward auction material at the site allotted. In case the purchaser engages / indulges in such segregation, the owner reserves the right to cancel the said lots in favour of the said bidders in addition to forfeiting the Earnest Money/ Security Deposit deposited by the said purchaser. While taking delivery of the material it will be the discretion of the authorized representative of RSP to direct the purchaser in which manner the materials shall be lifted.



- 21.4 Cutting / dismantling of the materials may be allowed to facilitate loading of materials into the trucks / trailers etc. Cranes required for loading will have to be brought by the purchaser at their own cost. However, before doing so, necessary permission from RSP has to be obtained by the purchaser and if felt necessary by RSP the entire job or any part of it has to be done under the supervision of the representative of RSP

22.0 **STORAGE, PACKING AND TRANSPORT**

Adequate storage area is available at each site for the storage and packing of the dismantled equipment. Packing shall be done in the presence of authorized RSP personnel and the material shall be transported out of the plant only against the "Material Pass"/ Dispatch Advice issued by RSP against each consignment.

23.0 **HANDING OVER THE SITE TO RSP:**

- 23.1 To facilitate smooth & uninterrupted Plant operation and dismantling / transportation, the site of dismantling / adjacent areas / storage areas shall be cleared of debris, scrap, unwanted material from time to time. It will be the purchasers' responsibility to arrange removal of such material to the place within the Plant premises as assigned by RSP. SAIL, RSP reserves the right to suspend / cancel the sale / stop delivery of the material, if the purchaser fails to clear the site when called upon to do so, if such failure is deemed by the executing agency to be the cause of obstruction / hindrance to un-interrupted and safe working and / or delivery of material. Such stoppage / suspension will not entitle the Purchaser to claim any extension of delivery / completion / contract validity date and the Purchaser will have no claim against SAIL, RSP for the Purchaser's money, or for loss or profit, damages, interest or otherwise.

- 23.2 On completion of site work, the purchaser shall dispose off the debris, scrap and unwanted materials from the site to a place within the plant premises, as assigned by RSP. The cover plates and slabs over the cable and pipe channels removed for dismantling purpose shall be replaced. All supports and structures and connection, if any, of Power, water, compressed air etc., shall be restored. The site shall be handed over to RSP in a tidy and workman like manner.

- 24.0 In case of any ambiguity / clarification or doubt / dispute with regard to specification, scope, Quantity and other terms and conditions of the sale through Forward Auction, decision of GM (Marketing) shall be final and binding.

25.0 **RE-SALE:**

Re-sale will not be recognized by RSP. Sale orders and Delivery Orders will be made out only in the name of the actual purchasers.

26.0 **CUSTODY AND PRESERVATION OF GOODS AFTER SALE**

The materials shall remain in every respect at the risk of the purchaser from the date the Acceptance Letter / Sale Order is issued to the purchaser. RSP shall not be under any liability for the safe custody or preservation of goods thereof from that date.

27.0 **ABANDONED GOODS:**

- 27.1 The purchaser must effect complete removal of the material from the site within the date specified in the release order issued by RSP. In case the materials are not removed in full within the specified date, release order for the left over quantity will be treated as CANCELLED. **The materials / quantities left over will be treated as ABANDONED GOODS at the risk and cost of the purchaser. RSP will have full right on such abandoned goods and will be entitled to resale or dispose off the same in any manner it deems fit without any reference to the purchaser. The purchaser will have no claim on materials treated as ABANDONED GOODS. In addition to forfeiting such ABANDONED GOODS, the Security Deposit / initial deposit and the price proportionate to the value of the unlifted goods, if any, paid by the purchaser, will also stand forfeited.** The purchaser shall further be held liable for all commission and other charges and losses suffered by RSP, which may be used for and recovered in a Court of Law or from any other money due to the Purchaser.



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27.2 **EXTENSION OF DELIVERY DATE WITH GROUND RENT:**

Notwithstanding the above conditions, RSP may, on consideration of merit of the case, allow extension of the removal date up to a **maximum period of 4 weeks** by charging **ground rent equivalent to 1% of the value of the left over materials per week or part thereof**. If the purchaser fails to remove the full material within the extended delivery date, the material so left over will be treated as **ABANDONED GOODS** and will be dealt with the stipulated in Para (a) above.

27.3 **EXTENSION OF DELIVERY DATE WITHOUT GROUND RENT:**

If any materials for which delivery order is issued and could not be delivered to the purchaser by RSP either in full or in part due to any reasons attributable to SAIL-RSP, RSP may extend the date fixed for removal of the material for a further period without charging ground rent. However, such extension, if granted, will not entitle the Purchaser to make any claim on SAIL/RSP due to delay in lifting of material.

28.0 **DAMAGE TO PLANT PROPERTIES**

The purchaser shall be fully responsible for any loss/damages that may be done to premises, equipments, machinery and other installations of the Rourkela Steel Plant in course of removing/lifting the lots purchased by them, and the purchaser is fully liable to reimburse to SAIL, RSP, and the cost of such damages. RSP fully reserves the right to recover the cost of such damages from any sum due to the purchaser.

29.0 **ENTRY PASSES TO PLANT**

Admit/Area/Gate passes are issued to one representative of the purchaser by the **Commandant, CISF, Rourkela Steel Plant, on the recommendation of the officer of Marketing (Auction & Disposal)**. While applying for such entry passes, the purchaser should submit an undertaking certifying that the particulars of the persons (applied for passes) are correct & there is no crime/criminal cases either pending or contemplated against each to the best of their knowledge. The purchasers shall be responsible for the conduct of the persons inside the plant premises. The purchasers and their workers should not move about freely in the plant/mines areas other than those they are authorized to visit. Free movement of purchasers and their workers/representatives on the strength of the admit passes issued for a particular area/place is against security rules and contravention of Public Security Act. Purchasers are advised to enforce this requirement strictly and restrict the movement in the places/area specified in the admit passes. Non-observance of precautions and with these rules under the Security Act is punishable and will entail prosecution under the public security act, which may please be noted and also notified to the staff of the purchaser and his workers. In case of necessity to proceed to an area other than the noted area in the admit passes, it is invariably necessary to get new area added in the admit passes by the office of issue. Any breach in the enforcement of the safe custody and improper use of the passes would entail termination of the sale at any stage at the risk and cost of the purchaser.

The Purchaser will ensure that all admit/ entry passes issued to him/ his representative, labour or workmen engaged by his subcontractors are surrendered to the issuing authority after completion of the execution of sale. The Purchaser will be fully responsible for any misuse of such passes. The passes so issued should be produced on demand to the CISF or the Executing Agency or any officer representing the Company.

30.0 **COMPLIANCE OF LABOUR LAWS/SAFETY RULES:**

- 30.1 During the period the purchaser's workers are employed within the Rourkela Steel Plant premises, the labor laws and rules, Factory Acts and Rules and Rourkela Steel Plant Safety/Security rules as applicable will govern them. It shall be the responsibility of the purchaser to see that 'the statutory provisions are complied with fully.
- 30.2 In the event of any violation of the rules / norms, if RSP suffered loss or is saddled with any liability due to breach of contract, the purchaser shall make good the loss and shall be liable for payment of Compensation/Damages and shall indemnify RSP against any claim/order/direction of any court/statutory authority, subject to realization of total compensation that may be quantified, SAIL shall recover/withhold ad hoc amount on the aforesaid score.



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- 30.3 The purchaser shall provide and ensure proper use of safety appliances by his personnel. He shall be liable for any damages or compensation payable in respect of or in consequence of any accident or injury of the personnel employed by the purchaser or his sub-contractor. The purchaser shall at all times indemnify SAIL against all claims, or compensation under the provision of Workman's Compensation Act, 1923 or any other Law for the time being in force.
- 30.4 The purchaser shall arrange for necessary manpower and transport/handling equipment. He shall also be responsible for the safe and good conduct of his personnel. He and his personnel/ workmen engaged by him directly or under sub-contract shall not at any time be regarded as the employee of SAIL, RSP. The purchaser has to get himself registered with the local labour commissioner and obtain license for their subcontractor under Contract Labour Regulation & Abolition (Act) 1970.
- 30.5 Indemnification of SAIL/RSP by the purchase.
It shall be the responsibility of the purchaser for effecting necessary insurance under the Workmen's Compensation Act, 1923, Third Party Liability Insurance or any other insurance in accordance with the relevant laws and regulations, at his own cost.
- 30.6 SAIL/RSP shall not be responsible for any damage to the trucks/trailers/other handling equipments etc. suffered by the purchaser while executing the contract. The purchaser in his own interest shall obtain suitable and sufficient cover from underwriters and the Company shall entertain no claim/correspondence on this account
- 30.7 The purchaser shall conform in all respects with the provisions of any statute, ordinance or laws and the rules, regulations, bye laws of any local or other duly constituted authority which may be applicable in carrying out the contract. The purchaser shall assume responsibility for and shall indemnify and save SAIL/RSP & the Company of all liabilities, claims, costs, expenses, attorney's fees and Court Costs, which are or may be required with respect to any breach of any statute, ordinance, laws, rules, and regulations or for which the purchaser has assumed responsibility under the Contract.
- 30.8 The purchaser shall be fully responsible, in case any personnel employed by / accompanying him or his representative is apprehended in a theft case or any unauthorized act or movement of goods or in any activity not authorized by RSP and which is punishable under law.
- 30.9 If the purchaser/or his representative or the labor engaged by him, is 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 & the purchaser will be banned from having business dealings with the Auctioneer and / or SAIL RSP for a period to be decided by RSP.
- 30.10 The purchaser has to submit DLC Registration Certificate and has to complete the internal formalities for Safety Protocol where his representative shall be a signatory. After signing this Safety Protocol, purchaser has to submit a request letter for dismantling of the equipments.

31.0 SAFETY NORMS (TO BE STRICTLY ADHERED)

- 31.1 Safety training will be imparted to the employees engaged by the purchaser or his agent by the Safety Engineering Department of Rourkela Steel Plant. No employee of the purchaser or his agent should be engaged in any job/activity related to the sale/purchase of assets without undergoing safety training by the Safety Engg Depts., RSP. The Purchaser should submit safety training application and the same would be forwarded by the Marketing Department to the Safety Department as per procedure for arranging safety training
- 31.2 **A separately designated Safety Supervisor should be appointed by the Purchaser** to coordinate with concerned agencies during dismantling, loading/unloading jobs. He will be responsible for continuous safety supervision till completion of sale.
- 31.3 The purchaser must strictly adhere to the safety protocol drawn up, duly approved by an officer in the rank of GM of concerned department & signed by his safety supervisor, Technical officer/co-coordinating officer of owner department, & representatives of other related agencies
- 31.4 The plan for dismantling/disposal prepared on the basis of sale order should be submitted by the Purchaser to the Technical officer of the department before starting dismantling work.
- 31.5 The approach and methodology of any gas-cutting job must be discussed by the safety supervisor nominated by the purchaser with the technical officer/coordinator of the concerned department and such job started after obtaining the latter's approval.



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- 31.6 The plan for cutting and welding jobs should be intimated by the purchaser two days in advance to the Technical officer of the department so that he can undertake essential steps for adhering to safety procedures and give safety clearance in time.
- 31.7 The Purchaser will ensure that daily site clearance in writing is obtained from the Technical officer of the owning department before starting the job.
- 31.8 The purchaser should get safety permits issued. This will be arranged by the technical officer after necessary tests. Gas cutting and welding jobs should be done by the purchaser after obtaining safety permits.
- 31.9 The safety permit should be renewed on daily basis as long as cutting job continues to be ensured by the purchaser and the Technical officer of the concerned department.
- 31.10 Gas cutting and welding is to be carried out by competent persons engaged by the purchaser after getting safety permit from the concerned department.
- 31.11 Dumping of material from height is prohibited. Material should be lowered after cordoning the area by using red flags.
- 31.12 The purchaser will ensure regular supervision through his safety supervisor on all safety aspects of job with assistance of the Technical officer and Safety department. Regular site inspection will be done by the concerned department and safety-engineering department for identifying unsafe conditions/unsafe acts or any other safety violation. Purchaser will take immediate steps to remove such unsafe conditions and stop unsafe acts, if detected and take adequate safety measures.
- 31.13 Safety department will communicate safety violations if any on regular basis to Marketing department. Safety violations will be communicated to the purchaser by the Marketing department and purchaser will be liable for penal actions.
- 31.14 The purchaser will be issued a warning letter on first time violation not amounting to any injury to personnel or machineries or resulting in any accident out of such negligence. Thereafter, the purchaser will be liable for penalty payment for similar safety norm violation amounting to Rs 3000/- for the second instance, Rs 5000/- for the third instance and Rs 10,000/- for the fourth and subsequent instances.
In case of any major accident, penalty will be decided jointly by Marketing Department, Safety Dept, and owner department and may attract forfeiture of security deposit.
In case of repeated and continuous safety violation, despite warning/levy of penalty or other penal action taken against the purchaser by RSP, Rourkela Steel Plant will reserve the right to stop the dismantling or other jobs related to sale with immediate effect and foreclose the contract for sale without any further reference to the purchaser and the previous warnings/ penal actions taken/ penalties levied will be deemed sufficient notice to the purchaser for effecting such foreclosure of contract in the interest of safety.
- 31.15 Notwithstanding the above, the purchaser will be fully responsible for the safety of the contractor / worker engaged for the job by him

32.0 **RECOVERY OF DUES**

Any sum of money due and payable to the purchaser (including security deposit returnable to him under the contract) may be appropriated by the Steel Authority of India, Ltd., Rourkela Steel Plant or Government or any other person or persons including other Steel plants under SAIL and adjusted against any claim of Government or such other person or persons including other Steel Plants under SAIL for the payment of the sum of money arising out of or under any other contract / tender / FA made by the purchaser / tenderer / bidder with the SAIL, RSP or Government or such other persons or person including other Steel Plants under the SAIL.

33.0 **PAYMENT OF INTEREST**

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

34.0 **ILLEGAL GRATIFICATION**

Any bribes, commission, gifts or advantage given, promised or offered by or on behalf of the bidder / purchaser or his partner, agent or servant or any one on their behalf to any officer, servant, Representative or agent of the company, CISF, or any person on their behalf in relation to the obtaining or to the execution of this or any other contract with the company (SAIL) for showing or for bearing to show favour or disfavour to any person in relation to this or any other contract as aforesaid, shall subject the Purchaser/Bidder to the cancellation of the bid/contract & also to the payment of any loss or damage resulting from any such cancellation to the like extent.



35. 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.

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.
