STEEL AUTHORITY OF INDIA LIMITED

(A Govt. of India Enterprise)

IISCO STEEL PLANT

Marketing Department, Burnpur Works, Burnpur-713325 (W.B.)

Regd. Office – Ispat Bhawan, Lodhi Road, New Delhi – 110003

Ref: MKTG/14-15/PI-01(BF#5)/OFA-346 Date: 17.12.2014

AMENDMENT TO ONLINE FORWARD AUCTION NOTICE

Sub: Disposal of "PIG IRON" FROM BF#5"

Ref: MKTG/14-15/PIG BAR-01(BF#5)/OFA-346 Date: 13.12.2014

Last Date of EMD and Document Submission is on 17.12.2014 from 5.00PM onwards

** Reference above, the bidders are requested to note that the **nomenclature of the materials, Quantity and the nos of wagon** have been revised in the above sited OFA and the final list is here under:-

Revised Materials List:-

Item No	Material Description	REVISED Material Description	Quantity	REVISED Quantity	Nos of Wagons	Revised Nos of Wagons
1	PIG BAR FROM NEW BLAST FURNACE #5 Location: Pig Yard of New Blast Furnace-5	**PIG IRON FROM NEW BLAST FURNACE #5** Location: Pig Yard of New Blast Furnace-5	3000 MT	**1250 MT**	45	**20**

All Other terms & conditions of the OFA Notice remain unaltered.

(S.K. Bhattacharaya)
DGM (MM)-Marketing

Copy to-

1. **M/s. Mjunction Services Ltd., Burnpur**
   Kind Attn. Mr. A. K. Azad - As discussed.

Signature & Stamp of the bidder

STEEL AUTHORITY OF INDIA LIMITED

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IISCO STEEL PLANT

Marketing Department, Burnpur Works, Burnpur-713325 (W.B.)

Regd. Office – Ispat Bhawan, Lodhi Road, New Delhi – 110003

Ref: MKTG/14-15/PIG BAR-01/OFA-346 **Date: 13.12.2014**

NOTICE FOR FORWARD AUCTION OF PIG BAR FROM NEW BF#5 BY RAKE

1) **PIG BAR** as per details given in the Auction Schedule (Annexure – A), are available for sale on **"As is where is"** & **"No Complaints"** basis through Online Forward Auction process to be held on **18.12.2014 at 15:30 hrs** on the auction platform of **Mjunction Services Limited.** Inspection **up to 17.12.2014** from **9.00 hrs. to 13:00 hrs on working days**.

2) Customers intending to participate shall have to submit the following by **17:00 hrs. of 17.12.2014** to the office of **Mjunction Services Ltd, 1st floor, Tata Centre, 43, Jawaharlal Nehru Road, Kolkata – 700071 or Mjunction Services Ltd., C/o Order Deptt. SAIL- IISCO Steel Plant, Burnpur (W.B.) or any others Mjunction Services Ltd. branch offices.**

a). Earnest Money Deposit (EMD) will be of **As per synopsis of Catalogue** for participation in this forward auction of "PIG BAR". No interest shall accrue on EMD. EMD for participating in this OFA should remain valid for a minimum period of 60 days from the date of OFA (Online Forward Auction). Earnest Money Deposit (EMD) shall be deposited in the form of Demand draft (D.D.)/ Pay order (P.O.)/ Banker's Cheque (B.C.) drawn on any Scheduled bank, in favour of MJUNCTION SERVICES LIMITED at any branch of HDFC Bank with CMS facility. A list of such branches has been uploaded at https://auction.metaljunction.com. Bank Account details of M/s-MJUNCTION SERVICES LIMITED are as follows:

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

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

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

EMD for participating in this OFA for any / all the lots should remain valid for a minimum period of 60 days from the date of OFA (Online Forward Auction). The EMD of unsuccessful bidders shall be returned immediately by M/s. Mjunction Services Pvt. Ltd.

b) Duly signed & stamped (each page) catalogue consisting of notice for forward auction along with synopsis and the following documents:

- ANNEXURE A- List of Materials
- ANNEXURE B- General Terms & Conditions
- ANNEXURE C – Letter of Interest
- ANNEXURE D – Special Terms & Conditions

NB: **"SAIL FA1"** & **"Definition of Key Terms"** are available at http://auction.metaljunction.com for reference.

3) **(i)** Mjunction will provide an "user ID" and "Password" to each individual customer, who has submitted required EMD and the documents as stated above, to enable them to participate in the dynamic auctioning process to be conducted in the website http://auction.metaljunction.com. Before participation, the customer may obtain necessary help from Mjunciton, so as to enable them to participate in the OFA without any difficulty.

(ii) Bidders shall bid for the specified quantity **in unit rate in "Rs. Per Metric tonne" Ex – SAIL-IISCO Steel Plant, Burnpur** excluding Freight, Excise Duty, cess, levies, VAT, entry tax, octroi etc, as applicable. All duties, taxes & levies, others if any, as applicable, at the time of delivery shall be paid by the buyer, as extra.

4) Final bids given by the **"Successful Bidder" (H1 bidder)** in the online auction process shall be kept **valid for 30 days from the date of online forward auction** for acceptance by the Management.

5) SAIL-IISCO Steel Plant reserves the right (with approval of competent authority, as per delegation of power) to accept or reject any or all the bids or to apportion the materials in any manner deemed fit and this decision shall be final.

6) In cases where the bids given by the customers in the OFA are not acceptable to SAIL-ISP Management, the EMD of the Un-successful bidder(s) shall be refunded by M/s. Mjunction.

7) **Letter of Acceptance / Offer Letter** will be issued to the successful bidder whose bid is acceptable to the management.

8) **Security Deposit**:---
The EMD details as per point 2(A) of this notice shall be converted to security deposit which will not accrue any interest. On successful completion of the lifting of allotted quantity, EMD **will be refunded after due adjustment and reconciliation.**

9) **Terms of Payment**- Full material value (Calculated at H1 price and CST/VAT including railway freight any other taxes and duties) has to be made **within next 4 (Four) working days from the date of offer letter to successful bidder by SAIL – ISP, Burnpur. Total payment has to be made in 1(one) installment.** No part payment will be accepted. **Extension in payment due date may be considered by ISP up to maximum 3 working days on payment of late payment fee @ 24% Per Annum on material value.** Payments to be made by demand draft, pay order or banker's cheque in favour of **"SAIL – IISCO Steel Plant", payable at BURNPUR / ASANSOL.** Payment by cash, cheque or any other instruments, except those as mentioned above, shall not be accepted. **Failing to give payment for ANY/ALL the lot(s), Earnest Money Deposit of As per synopsis of Catalogue will be forfeited without any prior intimation**. It is advisable to mention the name of the bidder, their address, phone / fax no. correctly for proper communication. SAIL- ISP shall not be responsible / liable for non-receipt of offer or any related correspondence, in case of any mistake in the communication address or contact nos. The billing will be made on the basis of actual weight recorded in delivery challan /Railway receipt at the time of dispatch & this weighment will be treated as **Firm & Final** for necessary payment. Hence, the weighment mentioned in the delivery challan/ Railway receipt will be the only basis of charging, for all final calculations.

10) Successful bidders shall have to deposit payment at ISP, Burnpur for the materials as per offer by DD / PO / Bankers Cheque in favour of **Steel Authority of India Limited- IISCO Steel Plant**, payable at BURNPUR / ASANSOL / or through RTGS / NEFT Mode to State Bank of India, Burnpur Branch (**A/c. No. 10981831604 & IFSC Code SBIN0000049**) within **4 working days** from the date of offer. **In no case cheque / cash drawn in favour of Steel Authority of India Limited-IISCO Steel Plant should be deposited with the bank. Failing to give payment for ANY/ALL the lot(s),Earnest Money Deposit will be forfeited without any prior intimation and the S.B. shall be debarred from participation in our auctions for a period of 3 months from the due date of payment of this auction for all items in case of first time default. Further, in case a Customer (S.B.) defaults twice within six months period, they will be debarred from participation in our auction for all items for the next 1(one) year.** Extension in payment may be considered by ISP up to maximum **3 working days** on payment of late payment fee @ 24% Per Annum on material value.

In case of delivered quantity is more than the quantity specified, then the purchaser has to pay the balance amount for the excess quantity (including all duties and taxes) within next seventy two(72 hours) hours from intimation by SAIL-ISP. All demurrages, wharfage charges if any, for delay would be on account of successful bidder. 'Railway Receipt' will be only be released from SAIL-ISP after the receipt of the payment of excess quantity, if any. Interest @21% per annum will be charged for delayed payment beyond, above mentioned 72 hours from intimation.

In case of non-delivery of materials due to non-receipt of wagons / shortage of materials in transit, the successful bidder will settle his claims directly with Railways.

11) **Work Order (w.o.)** will be issued only after receipt of full material value (along with the Security Deposit) of the specified quantity, including duties, cess , taxes & levies, as applicable.

12) In the event of failure on the part of the party to pay the due amount including duties ,cess and taxes within the specified period, the offer letter will be cancelled and the **EMD (As per synopsis of Catalogue)**of the bidder will be forfeited, in full, without any prior notice to the bidder.

13) Payment terms, Issue of work order , lifting of materials from the yard, Forfeiture etc. shall be governed by " Terms & Conditions", if not mentioned in the notice and auction schedule.

14) All the payments **(Except EMD)** shall be in the form of Demand Draft (DD), Pay Order (PO), Banker's Cheque (BC), drawn on any scheduled bank, in favour of **"SAIL – IISCO STEEL PLANT" , payable at BURNPUR / ASANSOL**. Payment by cash, cheque, CDR or any other instruments, except those as mentioned above, shall not be accepted.

15) The entire material will be dispatched in a rake of 45 Wagons on "As is where is basis" and "No complaint" basis regarding material quality/physical properties/chemical analysis & its uses etc, . In other words, no complaint with regard to quality, quantity, specifications, chemical analysis of the materials etc. will be entertained after the highest bid has been finalized. **ISP's concern department will make all arrangement for Indent/Sanction/Allotment etc. for railway wagons for transportation of materials purchased by the successful Bidder.**

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

17) **Central Excise Duty & Sales Tax:** Central Excise Duty and Sales Tax will be charged extra as per the rate, prevailing on the date of dispatch. The Bidders must note that the bids are on Rupees per ton basis exclusive of excise duty, CST, VAT and other charges.

3.1 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.

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

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

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

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

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

3.2.1 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 West Bengal would attract VAT even though the customer is a registered dealer outside West Bengal. Similarly in case of goods being loaded on board for movement outside the State of West Bengal, CST would be chargeable even if the customer is a registered dealer under the West Bengal VAT Act).

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

The consignee copy of RR /LR showing SAIL-ISP as the consignor and if goods are moved by road ,the copy of the way bill /ED invoice endorsed by the exit check-post of the commercial tax department of the state.
In case the above documents are not submitted by the customer ,then the amount deposited will stand forfeited.

3.2.2 "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.

3.2.3 "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.

3. 2. 4 Timelines for submission of Forms / request for issue of Forms 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 West Bengal wishing to avail concessional CST shall be required to submit an undertaking in the standard format of ISP Burnpur where "C" FORM will be submitted subsequently by the party.

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 / applications / details / documents (as mentioned above), received beyond the above timelines shall not be accepted or processed under any circumstances.

18) The successful bidder(s) would have to submit the following documents at the time of deposition of payment:

i) VAT registration certificate and/or concessional form as applicable is to be submitted.

ii) In case of partnership firms, photocopy of Registration certificate issued by the registrar of Firms and /or Partnership Deeds under the Indian Partnership Act, duly attested, are to be submitted.

iii) In case of limited company, photocopy of Certificate of incorporation, duly self-attested, are to be submitted.

iv) In case of Proprietorship concern, an Affidavit to this effect shall have to be submitted.

v) Excise Registration Certificate along with ECC No.

vi) Banker's name, Address, Branch & Account No. of the bidder, are to be submitted.

vii) Self-attested copy of current Income Tax clearance certificate with PAN/GIR may be asked for. However, self-attested copy of last Income Tax return filed (with stamp & date of I.T. department) is to be enclosed.

viii)

Note:

(i) SAIL-ISP reserves the right to call for original documents for verification and/or additional documents, if considered necessary at a later stage.

(ii) SAIL-ISP reserves the right to cancel any offer, in case of non-submission of any or all the above documents, at its sole discretion.

A) Applicability of **Central Excise Duty and sales tax will be charged extra as per rate, prevailing on the date of dispatch. The Bidders must note that the bids are on Rupees per M.T. basis excluding of Excise Duty, CESS, CST, VAT, TCS and other charges as applicable at the time of Dispatches.**

(iii) **.**

& other concessions to actual users or traders would be as per prevalent rule. Tax at full rate will be charged, if appropriate form is not submitted in time.

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

SYNOPSIS OF CATALOGUE

OFA Number	**MKTG/14-15/PIG BAR-03/OFA-346 DATED:13.12.2014**			
OFA Date & Time	**18.12.2014 at 15:30 hrs**			
Item Description	As per enclosed list on **"AS IS WHERE IS" & "NO COMPLAINT"** basis			
	Material Description & Quantity	**Lot Qty. (MT)**	**No of Wagons**	**EMD (Rs)**
Details of Materials (Quantity)	**PIG BAR FROM NEW BF# 5**	**3000 MT**	**45**	**5,00,000/-**
Last Date of submission of duly signed auction catalogue	EMD to be submitted on or before **17:00 hrs** of 17.12.2014 along with the catalogue duly signed & stamped on each page.			
Taxes and Duties	B) Central Excise Duty @ 12% and CESS @3% on ED will be charged extra. C) **Central Excise Duty and sales tax will be charged extra as per rate, prevailing on the date of dispatch. The Bidders must note that the bids are on Rupees per M.T. basis excluding of Excise Duty, CESS, CST, VAT, TCS and other charges as applicable at the time of Dispatches.** **Bidders are further requested to see the clause no-16, page no-3 of the auction catalogue for details clarifications on the Taxes.**			
Mode of Payment	All payments **(Except emd)** shall have to deposit payment at ISP, Burnpur for the materials as per offer by DD / PO / Bankers Cheque in favour of Steel Authority of India Limited- IISCO Steel Plant, payable at BURNPUR / ASANSOL / or through RTGS / NEFT Mode to State Bank of India, Burnpur Branch (**A/c. No. 10981831604 & IFSC Code SBIN0000049**) within **4 working days** from the date of offer. **In no case cheque / cash drawn in favour of Steel Authority of India Limited- IISCO Steel Plant should be deposited with the bank.**			
Payment Schedule	**100% of the total material value** (on the basis of specified quantity) **including railway freight and VAT** within **next 4 working days** of SAIL-ISP's offer letter to the successful bidder. Payment / Refund towards the excess / shortage quantity with respect to specified quantity will be governed by OFA Document. Railway freight, at actuals, will have to be borne by the successful bidder.			
Lifting Time	Within **Next 15 working days** from the date of issuance of Work order.			
Loading	By SAIL ISP. Prices will be on F.O.R ex-SAIL-ISP Burnpur works.			
Terms & Conditions	General Terms & Conditions of sale as per SAIL FA-1 guideline.			
Contact Persons	Shri S.Bhattercharaya, DGM (MM)Mktg–0341-2240567 / 9434777465 Shri Abhay Ranjan , AGM (MM) Mktg,SAIL-ISP-9434776516 Shri A K Azad, (Mjunction, BURNPUR Mobile Ph. No. 09163348128 (0341-2240107) Shri Ayan Debnath-8584008263 Smt. Paromita Bhattacharya –MJ(Kolkata)-9163348038			

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

ANNEXURE – A

Ref: MKTG/14-15/PIG BAR-01/OFA-346 Date: 13.12.2014

Date of OFA : 18.12.2014
Time of OFA: From 15:30 hrs

MATERIAL LIST

Item No	Material Description	Quality	Qty	Nos of Wagons	EMD	Tax & Duties
1	**PIG BAR FROM NEW BLAST FURNACE #5** Location: Pig Yard of New Blast Furnace-5	a) Si % > 2 b) S% >0.07 (As Is Where Is No Complaint Basis)	3000 MT	45	5,00,000/=	Applicable

LOCATION : **Pig Yard of New Blast Furnace-5**

LOADING : **BY SAIL ISP. NO PROCESSING / SEGREGATION WILL BE ALLOWED AT THE SITE.**

PRICES : **PRICE WILL BE F.O.R EX BURNPUR**

QUANTITY : **ONE RAKE LOAD OF APPROX 45 B/N.**
TOTAL Indicative 3000MT (APROX), EX-BURNPUR WORKS

LIFTING PERIOD : **15 (FIFTEEN) WORKING DAYS FROM THE NEXT WORKING DAY OF ISSUANCE OF WORK ORDER.**

Note-

1. **ED, VAT & TCS will be charged as applicable on the date of delivery**

2. **TCS @ 1%wherever applicable will be charged on Material value including Excise Duty and VAT.**

   Exemption in TCS will be allowed from the date of receipt of TCS Certificate. Customers seeking exemption in TCS are requested to submit TCS exemption certificate in advance for each month separately, failing which TCS at full rate will be charged in the invoices.

3. **Our Present TAN No.CALS27449C**
4. **In case of delivered quantity is more than the quantity specified, and then the purchaser has to pay the balance amount for the excess quantity (including all duties and taxes) within next forty-eight (48 hours) hours from intimation by SAIL-ISP. All demurrages, wharfage charges if any, for delay would be on account of successful bidder. 'Railway Receipt' will be only being released from SAIL-ISP after the receipt of the payment of excess quantity, if any. Interest @21% per annum will be charged for delayed payment beyond, above mentioned 48 hours from intimation.**

5. **In case of delivered quantity is less than the specified quantity, then SAIL-ISP will refund the excess amount after due reconciliation.**

6. **The dispatch of Materials is subject to availability of Rake from Railways.**

ANNEXURE – B

Ref: MKTG/14-15/PIG BAR-01/OFA-346 **Date:13.12.2014**

GENERAL TERMS & CONDITIONS

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

2. Customers intending to bid for the above material, shall have to submit to any branch of Mjunction, with a letter of interest in prescribed format as well as to submit a copy of this document, duly signed on each page of the Annexure A, B, C, D which are available with Mjunction. **"SAIL FA1"** & **"Definition of Key Terms"** are available at http://auction.metaljunction.com for reference.

3. **Earnest Money Deposit (EMD) :- As per synopsis of Catalogue for participation in this forward auction .** No interest shall accrue on EMD. EMD for participating in this OFA should remain valid for a minimum period of **60 day**s from the date of OFA (Online Forward Auction). EMD as mentioned in clause-2.a), page no-1 to be submitted to **M/s. Mjunction Services Ltd, on or before 17.12.2014, upto 17:00 hrs**.

4. **(i)** Mjunction will provide an "user ID" and "Password" to each individual customer, who has submitted required EMD and the documents as stated above, to enable them to participate in the dynamic auctioning process to be conducted in the website http://auction.metaljunction.com. Before participation, the customer may obtain necessary help from Mjunciton, so as to enable them to participate in the OFA without any difficulty.

   (ii) Bidders shall bid for the specified quantity **in unit rate in "Rs. Per Metric tonne" Ex – SAIL-IISCO Steel Plant, Burnpur** excluding Freight, Excise Duty, cess, levies, VAT , entry tax, octroi etc, as applicable. All duties, taxes & levies, others if any, as applicable, at the time of delivery shall be paid by the buyer, as extra.

5. **Security Deposit** :--
   The EMD details as per point 2(A) of the notice shall be converted to security deposit which will not accrue any interest. On successful completion of the lifting of allotted quantity, EMD will be refunded after due adjustment and reconciliation.

6. **Terms of Payment**- Full material value (Calculated at H1 price and VAT including railway freight any other taxes and duties) has to be made within **next 4 (Four) working days from the date of offer letter to successful bidder by SAIL – ISP, Burnpur.** Total payment has to be made in 1(one) installment .No part payment will be accepted. **Extension in payment due date may be considered by ISP up to maximum 3 working days on payment of late payment fee @ 24% Per Annum on material value.** Payments to be made by demand draft, pay order or banker's cheque in favour of **"SAIL – IISCO Steel Plant", payable at BURNPUR / ASANSOL.** **Failing to give payment for ANY/ALL the lot(s), Earnest Money Deposit of As per synopsis of Catalogue will be forfeited without any prior intimation .** Payment by cash, cheque or any other instruments, except those as mentioned above, shall not be accepted. It is advisable to mention the name of the bidder, their address, phone / fax no. correctly for proper communication. SAIL- ISP shall not be responsible / liable for non-receipt of offer or any related correspondence, in case of any mistake in the communication address or contact nos. The billing will be made on the basis of actual weight recorded in delivery challan/ Railway Receipt at the time of dispatch & this weighment will be treated as Firm & Final for necessary payment. Hence, the weighment mentioned in the delivery challan /Railway Receipt will be the only basis of charging for all final calculations.

7. Successful bidders shall have to deposit payment at ISP, Burnpur for the materials as per offer by DD / PO / Bankers Cheque in favour of **Steel Authority of India Limited- IISCO Steel Plant**, payable at BURNPUR / ASANSOL / or through RTGS / NEFT Mode to State Bank of India, Burnpur Branch (**A/c. No. 10981831604 & IFSC Code SBIN0000049**) within **4 working days** from the date of offer. **In no case cheque / cash drawn in favour of Steel Authority of India Limited- IISCO Steel Plant should be deposited with the bank. Failing to give payment for ANY/ALL the lot(s),Earnest Money Deposit will be forfeited without any prior intimation and the S.B. shall be debarred from participation in our auctions for a period of 3 months from the due date of payment of this auction for all items in case of first time default. Further, in case a Customer (S.B.) defaults twice within six months period, they will be debarred from participation in our auction for all items for the next 1(one) year.** Extension in payment may be considered by ISP up to maximum **3 working days** on payment of late payment fee @ 24% Per Annum on material value.

   In case of delivered quantity is more than the quantity specified, then the purchaser has to pay the balance amount for the excess quantity(including all duties and taxes) within next seventy two(72 hours) hours from intimation by SAIL-ISP. All demurrages, wharfage charges if any, for delay would be on account of successful bidder. 'Railway Receipt' will be only be released from SAIL-ISP after the receipt of the payment of excess quantity, if any. Interest @21% per annum will be charged for delayed payment beyond, above mentioned 72 hours from intimation.

8. The entire material will be dispatched in a rake of 45 Wagons on "As is where is basis" and "No complaint" basis regarding material quality/physical properties/chemical analysis & its uses etc, . In other words, no complaint with regard to quality, quantity, specifications, chemical analysis of the materials etc. will be entertained after the highest bid has been finalized. **ISP's concern department will make all arrangement for Indent/Sanction/Allotment etc. for railway wagons for transportation of materials purchased by the successful Bidder.**

   In case of non-delivery of materials due to non-receipt of wagons / shortage of materials in transit, the successful bidder will settle his claims directly with Railways.

Railway freight, at actuals, will have to be borne by the successful bidder and it will be adjusted from 'EMD converted to Security Deposit' of the "Successful Bidder".

9. In the event of failure on the part of the party to pay the due amount including duties and taxes for the specified quantity within the specified period, the offer letter will be cancelled and the **EMD (As per synopsis of Catalogue)** of the bidder will be forfeited, in full, without prior notice to the bidder.

Sales Tax: Central Excise Duty and sales tax will be charged extra as per rate, prevailing on the date of dispatch. The Bidders must note that the bids are on Rupees per M.T. basis excluding of Excise Duty, CESS, CST, VAT, TCS and other charges as applicable at the time of Dispatches.

Validity of the relevant Sales Tax Declaration Form will be as per the prevailing rule of Sales Tax Authority.

10. **RESALE:** Resale will not be organized by the management. Offer Letter and work order will be made out only in the name of actual purchaser (successful bidder).

11. **WITHDRAWAL OF GOODS FROM SALE:**

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

(b) SAIL - ISP reserves the right to dispose off such material by any other means even after inviting bids for sale of such materials by auction through internet. SAIL- ISP will not be contractually bound to offer / sell the material to the successful bidder(s) under all/any circumstances.

12. **ABANDONED GOODS:** The customer must effect complete removal of the goods from the site within the specified time. In case goods are not removed in full within the specified/extended date, work order for the left-over quantity will be treated as **'Cancelled'.** The goods, so left over, will be treated as "Abandoned Goods", at the risk and cost of the customer. SAIL - ISP will have full right on such 'Abandoned Goods' and will be entitled to release or dispose-off the same in any manner it deems fit, without any reference to the customer. The customer will have no claim on goods treated as "Abandoned Goods". In addition to forfeiting such abandoned goods, the initial deposits and the price, if any, paid by the purchaser, they(Purchaser) shall further be held liable for all commission and other charges and losses suffered by the Management, which may be sued for & recovered in a Court of Law.

13. **ILLEGAL GRATIFICATION:** Any bribes, commission, gifts or advantage given, promised or offered by or on behalf of the bidder / customer or his partner, agent, or servant to any officer, servant, representative, or agent of the company in relation to the obtaining or to the execution of this or any other contract with the company for showing or for bearing to show favour or dis-favour to any person shall be resulting into the cancellation of this contract.

14. **FORCE MAJEURE:**

If in the event either or both the parties to the contract is / are prevented from discharging its / their obligation(s) under the contract by reason of one or more of the events such as arrest(s), restraint(s) by Government of people, blockade(s), revolution(s), insurrection(s), mobilization(s), strike(s), civil commotion(s), riot(s), accident(s), Act(s) of God or other natural calamities or on account of any other act(s) beyond the control of the parties to the contract, the time of delivery shall be extended by the period equal to the period of delay / constraints occasioned by one or more of the aforesaid Force Majeure conditions. However in the event of customer invoking the Force Majeure condition(s), SAIL - ISP shall have the option to cancel the contract for reasons of any or all of the Force Majeure conditions notified by the customer without being able to pay any compensation whatsoever to the seller.

On the occurrence of any of the above Force Majeure conditions, the party concerned shall notify the other party in writing of such occurrence(s) **within 7 days** of occurrence(s) stating therein –

(i) The date of occurrence(s) of Force Majeure disability and
(ii) The nature of such Force Majeure disability along with a certificate from the appropriate Statutory Authority and / or Chamber of Commerce of the concerned state certifying the fact of the Force Majeure condition during the relevant period.

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

16. **ARBITRATION:**

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

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

Matters in question, dispute, claim or difference other than the excepted matters in respect of this contract to be submitted to arbitration as aforesaid shall be referred for decision to a sole arbitrator to be appointed by Chief Executive of the Plant / Unit in which arbitration is invoked.

In case the designation of the Chief Executive is changed or his office abolished, the officer who for the time being is entrusted with the functions of the Chief Executive, SAIL-ISP by whatsoever designation such officer is called, shall be the person designated to appoint the Sole Arbitrator. The arbitrator so appointed shall adjudicate upon the disputes between the parties hereto.

The sole arbitrator appointed as stated above, shall from the time of his appointment and throughout the arbitral proceedings, without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartially provided that the mere fact that such sole arbitrator is an employee of the SAIL, Plant / Unit shall not be regarded as such circumstance. The arbitrator shall decide the questions, claims, disputes or differences submitted to him by the parties in accordance with the substantive law for the time being in force in India.

The arbitrator shall hear the cases independently and impartially and shall not represent the interest of any party.
The venue of arbitration shall be decided by the arbitrator.

The question of procedure for conduct of the arbitration proceedings shall be decided by the Arbitrator in consultation with the parties before proceeding with the reference. The arbitrator may hold preparatory meeting(s) for this purpose. In the preparatory meeting(s) aforesaid the arbitrator in consultation with the parties shall also determine the manner of taking evidence, the summoning of the expert evidence and all such matters necessary for the expeditious disposal of the arbitration proceedings. The arbitrator shall be entitled to actually incurred expenses only, in respect of preparatory meeting(s).
The provisions of the arbitration and conciliation act, 1996 and the rules framed there under, if any, and all modifications / amendments thereto shall deem to apply and / or be incorporated in this contract as and when such modifications / amendments to the act / rules are carried out.

17. JURISDICTION OF COURT:

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

18. Liability of Service Provider:

The service provider will not be liable for any loss/damage arising out of disruption of the services, internet connectivity at the end of the bidder in the course of the auction.

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

Pls mail us the LOI at ayan.debnath@mjunction.in or loi@mjunction.in
For EMD Refund pls mail us at emdrefund@mjunction.in

ANNNEXURE – C

Ref: MKTG/14-15/PIG BAR-01/OFA-346 **Date: 13.12.2014**

LETTER OF INTEREST

Dy. General Manager (Mktg.),
Burnpur Marketing Department,
SAIL-IISCO Steel Plant,
Burnpur

THROUGH: M/s. Mjunction Services Limited

REF. : Online Forward Auction vide Auction Notice No.

MKTG/14-15/PIG BAR-01/OFA-346 DT: 13.12.2014

Date of Auction:- 18.11.2014 at 15:30 hrs.
Last date of EMD & Documents submission: 17.17.2014 upto 5:00PM

Dear Sir,

(1) We are interested in participating in the Online Forward Auction notified vide your notice under reference for **PIG BAR FROM NEW BLAST FURNACE#5** Ex-SAIL-ISP Burnpur works. We also agree to abide by all the instructions contained in the indicated Online Forward Auction Catalogue below, General Rules and Regulations governed in Conduct of Online Auction, invitation to online forward auction notice, your special terms and conditions and your General Terms and Conditions for Sale of Material by SAIL-ISP

(2) We are hereby submitting the applicable "**One-Auction EMD" of Rs. 5,00,000/= (Rupees Five lakh only)** as per following details-
a) By NEFT / RTGS vide UTR No: …….. Dated: ……
(OR)
b) By direct transfer from the HDFC Bank account to **MJUNCTION SERVICES LIMITED** as per below mentioned details:-

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

A) (3) We agree to offer our **best bid** in **Rupees per MT ex works of SAIL-ISP Burnpur for each lot s**eparately in the auction process, exclusive of Central Excise Duty with Cess , **Central Excise Duty and sales tax will be charged extra as per rate, prevailing on the date of dispatch. The Bidders must note that the bids are on Rupees per M.T. basis excluding of Excise Duty, CESS, CST, VAT, TCS and other charges as applicable at the time of Dispatches.**
, Royalty and other Statutory Levies if any, as applicable and hold the same valid for **30 days** for acceptance of the bid from the date of e-Auction.

(4) We are providing the following details of ourselves in connection with the above Online Forward Auction.
Name of the Company :
Address of the Company :
USER ID :
Name of the contact person :
Mobile No. :
Contact Telephone Nos :
FAX No. :
E-mail Particulars :
Enclosure: 1) Annexure A, B, D & Invitation to OFA duly stamped & signed on each page.
2) Notarized Copy of Fertilizer license, Trade License, along with VAT registration certificate & PAN

Yours faithfully,

Place: _____ Name and Signature of authorized Person.

For M/S _____

Date: _____

(With Company's Seal)

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

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

NAME & SIGN OF THE APPLICANT:

COMPANY SEAL

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

FORWARDED BY MKTG. DEPARTMENT

ANNEXURE – D

SPECIAL TERMS & CONDITIONS

1. **MATERIAL DESCRIPTION:**

1.1 Description of materials, quantity etc. shall be as per **"Annexure – A"** of the OFA document. The "SB" will have to accept the specified quantity on **"AS IS WHERE IS" & "NO COMPLAINT"** basis without leaving behind any material.

1.2 The OFA sales being on **"AS IS WHERE IS" and "NO COMPLAINT"** basis, no guarantee regarding material quality etc. and its usage is given by SAIL-ISP. The bidders may bear this in mind while bidding the rates.

2. **EARNEST MONEY:**

Earnest Money Deposit (EMD) :- As per synopsis of Catalogue for participation in this forward auction . No interest shall accrue on EMD. EMD for participating in this OFA should remain valid for a minimum period of **60 day**s from the date of OFA (Online Forward Auction). EMD as mentioned in clause-2.a), page no-1 to be submitted to **M/s. Mjunction Services Ltd, on or before 17.11.2014, upto 17:00 hrs.**

The **EMD of successful bidder (converted to Security Deposit thereafter)** will be returned back, without any interest, after completion of the deal and after due adjustment and reconciliation. EMD will not be adjusted during payments being made by the bidder against offer issued to them. EMD(s) of unsuccessful bidder(s) will be returned by M/s. Mjunction Services Ltd.

(B) In the event of failure on the part of the party to pay the due amount including duties and taxes for the specified quantity within the specified period, the offer letter will be cancelled and the EMD (As per synopsis of Catalogue) of the bidder will be forfeited, in full, without prior notice to the bidder. However, Management at its sole discretion may extend the validity period of payment ,beyond the due date, for a maximum period of 3 (Three) more days at the request of the S.B. In such cases, penal interest will be charged at the rate, as decided by the Management, for the delayed period.

(C) No interest shall be payable on earnest money deposit (EMD) amount. Payment of EMD by cash, cheque or any other instrument, except those as mentioned above, shall not be accepted.

D) **Central Excise Duty & Sales Tax: Central Excise Duty and sales tax will be charged extra as per rate, prevailing on the date of dispatch. The Bidders must note that the bids are on Rupees per M.T. basis excluding of Excise Duty, CESS, CST, VAT, TCS and other charges as applicable at the time of Dispatches.**

3.

4. **(i)** Mjunction will provide an "user ID" and "Password" to each individual customer, who has submitted required EMD and the documents as stated above, to enable them to participate in the dynamic auctioning process to be conducted in the website http://auction.metaljunction.com. Before participation, the customer may obtain necessary help from Mjunciton, so as to enable them to participate in the OFA without any difficulty.

(ii) Bidders shall bid for the specified quantity **in unit rate in "Rs. Per Metric tonne" Ex – SAIL-IISCO Steel Plant, Burnpur** excluding Freight, Excise Duty, cess, levies, VAT as applicable under the provisions of West Bengal VAT Act 2003, entry tax, octroi etc, as applicable. All duties, taxes & levies, others if any, as applicable, at the time of delivery shall be paid by the buyer, as extra.

5. **QUANTITY:** Quantity indicated in the auction catalogue is the approximate quantity only. However actual delivered weight at the time of despatch is final for all calculation / documentation and binding for payment.

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

7. **Security Deposit**:---

The EMD details as per point 3(A) of the' Notice 'shall be converted to security deposit which will not accrue any interest. On successful completion of the lifting of allotted quantity, **will be refunded after due reconciliation.**

Payment: Full material value (Calculated at H1 price and VAT including any other taxes and duties) has to be made within **next 4 (Four) working days from the date of offer letter to successful bidder by SAIL – ISP, Burnpur.** Total payment has to be made in 1(one) installment .No part payment will be accepted . **Extension in payment due date may be considered by ISP up to maximum 3 working days on payment of late payment fee @ 24% Per Annum on material value** Successful bidders shall have to deposit payment at ISP, Burnpur for the materials as per offer by DD / PO / Bankers Cheque in favour of **Steel Authority of India Limited- IISCO Steel Plant**, payable at BURNPUR / ASANSOL / or through RTGS / NEFT Mode to State Bank of India, Burnpur Branch (**A/c. No. 10981831604 & IFSC Code SBIN0000049**) within **4 working days** from the date of offer. **In no case cheque / cash drawn in favour of Steel Authority of India Limited- IISCO Steel Plant should be deposited with the bank. Failing to give payment for ANY/ALL the lot(s),Earnest Money Deposit will be forfeited without any prior intimation and the S.B. shall be debarred from participation in our auctions for a period of 3 months from the due date of payment of this auction for all items in case of first time default. Further, in case a Customer (S.B.) defaults twice within six months period, they will be debarred from participation in our auction for all items for the next 1(one) year.** Extension in payment may be considered by ISP up to maximum **3 working days** on payment of late payment fee @ 24% Per Annum on material value.

Payment by cash, cheque or any other instruments, except those as mentioned above, shall not be accepted. It is advisable to mention the name of the bidder, their address, phone / fax no. correctly for proper communication. SAIL- ISP shall not be responsible / liable for non-receipt of offer or any related correspondence, in case of any mistake in the communication address or contact nos. The billing will be made on the basis of actual weight recorded in delivery challan/ Railway Receipt at the time of dispatch & this weighment will be treated as Firm & Final for necessary payment. Hence, the weighment mentioned in the delivery challan / Railway Receipt will be the only basis of charging for all final calculations.

In case of delivered quantity is more than the quantity specified, then the purchaser has to pay the balance amount for the excess quantity (including all duties and taxes) within next seventy two (72) hours from intimation by SAIL-ISP. All demurrages, wharfage charges if any, for delay would be on account of successful bidder. 'Railway Receipt' will be only be released from SAIL-ISP after the receipt of the payment of excess quantity, if any .Interest @21% per annum will be charged for delayed payment , beyond above mentioned 72 hours from intimation.

In case of non-delivery of materials due to non-receipt of wagons / shortage of materials in transit, the successful bidder will settle his claims directly with Railways.

Railway freight, at actuals, will have to be borne by the successful bidder and it will be adjusted from' EMD converted to Security Deposit' of the "Successful Bidder".

8. **a) DELIVERY:** Work order will be issued only after the receipt of full value of the material (along with the Security Deposit) by SAIL-ISP. The material shall be dispatched by rail to destination given by the successful bidder, subject to availability for booking of materials as per Railway rules.

The entire material will be dispatched in a rake of 20 Wagons on "As is where is basis" and "No complaint" basis regarding material quality/physical properties/chemical analysis & its uses etc, . In other words, no complaint with regard to quality, quantity, specifications, chemical analysis of the materials etc. will be entertained after the highest bid has been finalized

b) Extension in Delivery Period - On Customers' request, extension in Delivery Period may be considered as follows:-

i) In case the customer fails to complete delivery of material within the delivery period mentioned in the D. O, the extension in delivery period may be allowed by ISP against payment of penalty @ 1% per week (07 working days) provided that the customer has lifted 50 % of the Delivery Order Quantity within the Validity period of Delivery Order. If the customer fails to lift less than 50% of the Delivery Order Quantity within the validity period of Delivery Order, penalty @ 5 % per week (07 working days) will be charged.

The extension in D. O. validity period will be allowed only once and the period of extension will not exceed the original validity period of Delivery Order.

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

9. LIABILITY:

a) The billing will be made on the basis of actual weight recorded in delivery challan /**Railway receipt** and this weighment will be treated as firm and final for necessary payment.

(b) Company's liability will cease once the material is taken out from SAIL-ISP, Burnpur works premises.

10. Contract Executing Agency:

Contract executing Agency shall be GM Services, SAIL-ISP Burnpur works or any other executive (s) nominated by him whose decision regarding day to day loading programme, wagon placement/ movement etc. shall be final and binding on Successful Bidder.

11. Termination

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

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

"Photographs of lots are at best indicative only and do not necessarily reflect the actual condition of lots. All bidders are advised to physically inspect the offered lots before participating in the auctions. SAIL ISP or MJ shall not be responsible or liable for any error of judgment or bids put by bidders acting on the basis of these photographs"