

Auction Notice No : Mktg/FA/Genl/14-15/0021000425/ Dated:16/12/2014

**CATALOGUE
FOR
ONLINE AUCTION**



MARKETING DEPARTMENT
DURGAPUR STEEL PLANT

Contact details for SAIL DSP Auction related issues

Letter of interest to be mailed to (subject line should have DSP mentioned)	loi@mjunction.in
refund of EMD for non H1 customers	emdrefund@mjunction.in
for any feedback,complaints and suggestions	fsc@mjunction.in
Contact details in mjunction -Durgapur branch	
Pavel Bhattacharjee: +91-8584008262 ; 0343-6510185	pavel.bhattacharjee@mjunction.in
Abhishek Chakraborty:- +91-9163348279	abhishek.chakraborty@mjunction.in

STEEL AUTHORITY OF INDIA LIMITED
DURGAPUR STEEL PLANT

AUCTION NOTICE FOR SECONDARY STEEL ITEMS/STEEL SCRAP ITEMS

Newspaper Advt.No.: GM (Mktg)/14-15/FA/QTR-3 DATED 24.09.2014

Auction Notice No.: Mktg/FA/Genl/14-15/0021000425/ Dated:16/12/2014

Steel Authority Of India Limited, Durgapur Steel Plant, Durgapur- 713203 intends to sell some material tabulated at "List of Materials" through On-Line Auction to be conducted by our Service Provider M/s mjunction Service Limited, Tata Center, 45 Jawahar Lal Nehru Road, Koltata-71 on their website <http://auction.metaljunction.com>.

Online Auction and subsequent sale will be subject to

> Instruction/Terms & Conditions contained in the List of Materials for e-auction for the Auction Notice No.Mktg/FA/Genl/14-15/0021000425/
Dated:16/12/2014

> Auction Terms for Online Auction issued vide No. DGM(Mktg)/Auction Terms/STCDSP-1/Issue-7 Dated 12.12.2014 which consists of

- * Special Terms & Conditions of Sale through Online Forward Auction - Annexure-A.
- * General Rules And regulations Governing Conducts of Online Auctions on the "SERVICE PROVIDER" Platform - Annexure-B.
- * Definition of Key Terms - Annexure-C .

> General Terms & Conditions of Sale from Plants & Units of SAIL through Online Auction/Forward Auction(FA) : SAIL-FA1.

Above document are available in downloadable form in the website www.sailtenders.co.in, www.mjunction.in and www.metaljunction.com

Online Auction Schedule

Materials Offered for sale	As per List Of Items for Sale
Period of Inspection of material in site	UPTO 18.12.2014 TILL 17:00 HRS.
Last date of submitting Letter of Interest, Required Documents along with Earnest Money	UP TO 19.12.2014 (11:00 HRS)
Date and Time of Online Auction	19.12.2014 FROM 14.00 HRS.
Internet site for the Online Auction	http://auction.metaljunction.com
Validity of Bids of Successful Bidder	07.01.2015
Last date of Payment for material value and Security deposit	5 working days excluding the date of issue of offer letter

* N.B. Para 2.0 of Special Terms & Conditions of Sale from Durgapur Steel Plant through Online Auction on approval for bidder participation shall be mandatory for all Online Auctions with effect from July 2006.

**STEEL AUTHORITY OF INDIA LIMITED
DURGAPUR STEEL PLANT**

Auction Notice No.:Mktg/FA/Genl/14-15/0021000425/ Dated:16/12/2014
List Of Materials for E-Auction on 19.12.2014 FROM 14.00 HRS.

Auc Sl.	EMD (Rs)	Item No.	SR.No.	Item description	Approx. Qty (MT)	Mode of Delivery	Shipping unit	Lifting period from the date of sale offer(Days)
A	50000	1	11004819	SKELP MILL INSPN REJ (RETURNED) SLAB FROM STACK NOS. 3A AND 4A	28.000	FOT	Billet Mill	20
----	-----							
B	150000	1	11004795	ASSORTED CC BLOOM LENGTH LESS THAN 9M FROM INTERMEDIATE STORAGE AREA	200.000	FOT	Continuous Casting Plant	20
----	-----							
C	150000	1	11004815	ASSORTED BILLET (CCP)100X100 FROM CCP SHOP	250.000	AIWIB	Continuous Casting Plant	30
		2	11004816	ASSORTED BILLET (CCP)100X100 FROM CCP SHOP	250.000	AIWIB	Continuous Casting Plant	30

IMPORTANT: Buyers having intention to submit/utilise 'C' Form towards the purchase of the items offered in this Auction Catalogue shall be required to submit a declaration regarding their intention to submit/utilise 'C' Form in advance at Marketing Department, DSP, before issuance of Sale Offers. Also, such buyers shall have to be registered dealers and for that they shall submit a copy of Certificate of Registration alongwith the above-mentioned declaration at Marketing Dept., DSP.

For buyers not declaring in advance to submit/utilise 'C' Form, full CST rate shall be charged. If any such buyer submits CST Declaration later, the same shall not be entertained.

For buyers interested in utilising 'C' Form, Sale Offers shall be issued with concessional CST rate alongwith a Security Deposit of 3.5% of material value(including E.D.) called 'SD towards CST' (apart for the existing Security Deposit of 2.5% in case of Auction & Tender Sale Offers). This 'SD towards CST' shall be returned interest-free to the buyer on submission of 'C' Form at Sales Tax Section (F&A Dept.) within three months after the end of quarter to which the purchase relates. Failure to submit the same within said period shall lead to forfeiture of the 'SD towards CST'

All the item will be sold on no complaint basis .Offered Quantities are based on stock and may include future arising.

EMD : Earnest Money Deposit

FOT : Free On Truck

AIWIB: As is Where is Basis

FOR : Free on rail(all ex- Durgapur Steel Plant)

NB. 1. Material under FOR mode of delivery shall be despatched to along with other steel material from Durgapur steel Plant in piece meal basis/rake loads.Freight on piece-meal basis has to be paid along with full material value.

STEEL AUTHORITY OF INDIA LIMITED
DURGAPUR STEEL PLANT

Auction Notice No.:Mktg/FA/Genl/14-15/0021000425/ Dated:16/12/2014
List Of Materials for E-Auction on 19.12.2014 FROM 14.00 HRS.

2. The succesful bidder shall have to be informed the destination from the above list on or before submission of requisite material value for deliveries. The approved H-1 bidder shall make arrangements for collection of documents including R/R for smooth hand over of wagons without incurring demurrage.

3. Interested buyer may utilize the facility of E-1 form for in transit sale to alternate consignment.

4. The availability of material for the item at will be based on present stock as well as future arisings.

5. Compliance to safety norms:-

"Authorised representative(s) of the buyers involved in lifting of material will be allowed inside the plant only with Personal Protection Equipments(PPE) i.e. Safety Shoes, Safety Helmets and Hand Gloves. Durgapur Steel Plant will not be responsible for any delays arising out of non-compliance to the safety norms."

* Single EMD is payable by bidders for participation for all lots against a particular Auction Serial

Payment:

1. Successful bidders shall have to deposit payment at DSP, Durgapur for the material as per offer by way of RTGS or NEFT or Online Fund Transfer (in case bidder account is with SBI) only directly in our account at State Bank of India, Durgapur Main Branch (a/c. no 10894391546 & IFSC code no. SBIN 0000074).

2. Successful Bidders may transfer full amount value of sale offer/s after adjusting EMD amount (if any, already deposited with DSP) through RTGS/NEFT/ Online Fund Transfer mode. No other means of transferring money will be acceptable.

3. Bidders are requested that RTGS/NEFT/Online Fund Transfer has to be made only from their bank account maintained in the same name and style (as mentioned in the sale offer) / bidder A/C registered with SAIL, Durgapur Steel Plant. Payment from any other account will not be accepted and DSP will not be liable / responsible for return/refund of such unsolicited payments and the Payer / Remitter shall be responsible for any loss incurred by bidder on such transaction.

4. Under no circumstances, Bidder should deposit Cheque / Demand Draft / Pay Order in DSP account directly.

5. Bank charges if any, are to be borne by bidder.

6. Bidder has to send e-mail / letter to DSP confirming the UTR No. / Transaction code mentioning the amount transferred and related sale offer/s for further action at DSP.

DGM I/C(MARKETING)
Durgapur Steel Plant

ANNEXURE-A
LETTER OF INTEREST (For Auction Linked EMD)

To
The DGM I/c (Marketing),
Durgapur Steel Plant,
Durgapur -713 203.

Through: M/s mjunction Services Ltd

Dear Sir/ Madam,

1. I/We, _____, are interested in participating in the online forward auction notified vide your notice no. _____ dated _____.

2. I/We are hereby submitting EMD of Rs. _____ vide
(a) DD / Banker's Cheque/Pay Order No. _____ dated _____ drawn on _____ (bank) in favour of M/s Mjunction Services Ltd payable at _____ (Unit / Branch).

(b) NEFT/RTGS/Fund Transfer vide UTR/Ref no. _____ dt. _____

(c) We would like to allocate Rs _____ in the form of EMD to participate in Auction no. _____ dt. _____ from the EMD Ledger maintained at Mjunction Services Ltd.

(Fill in the table below, if applicable)

Auction	EMD (Rs)	DD/PO/BC/UTR/REF No	Valid upto	Date	Drawn On (Bank)	Remarks

3. I/We agree to abide by all the instructions 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 / Service Provider's website, and your Special Terms & Conditions of Sale from Durgapur Steel Plant through Online Auction.

4. I/We agree to offer our best bid in the auction process, exclusive of Excise duty, Sales Tax, Freight, TCS, and other statutory levies if any, as applicable, and hold the same valid till 07.01.2015 for acceptance of the bid .All duties, Taxes, and statutory levies, as applicable, at the time of delivery shall be paid by me/us as extra.

5. 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.

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

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

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

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

10. 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 my / our earnest money deposit and security deposit (if applicable).

11. We are providing the following details to you:

- a. Name of the contact person on our behalf :
- b. Our contact Telephone No. :
- c. Our contact FAX No. :
- d. Our contact E - Mail particular :
- e. Bank name :
- f. Branch name :
- g. Branch address :
- h. Branch Telephone No. :
- i. 9-digit code number of the branch :
- j. Account type :
- k. Ledger No. / Ledger Folio No. :
- l. Account number :
- m. Other documents (if any) :
- n. Postal / Delivery Address :

Place :

Date :

Yours faithfully,
Name and signature of authorised
person with Company's seal.
For M/S

ANNEXURE-B
LETTER OF INTEREST (For Permanent EMD)

To
The DGM I/c (Marketing),
Durgapur Steel Plant,
Durgapur -713 203.

Through: M/s mjunction Services Ltd

Dear Sir/ Madam,

1. I/We, _____, are interested in participating in the online forward auction notified by you from time to time for sale of different secondary products vide your notice no. _____ dated _____.

2. I/We are hereby submitting Permanent EMD of Rs. _____ vide (a) DD / Banker's Cheque/Pay Order No. _____ dated _____ drawn on _____ (bank) in favour of M/s Mjunction Services Ltd payable at _____ (Unit / Branch).

(b) NEFT/RTGS/Fund Transfer vide UTR/Ref no. _____ dt. _____

OR

We have provided a Permanent EMD of Rs. _____ vide DD / Banker's Cheque / Pay Order/UTR/Ref No. _____ dated _____ drawn on _____ (bank) in favour of M/s Mjunction Services Ltd, payable at _____ (Unit / Branch) for participation of Online Forward Auction and also for participation in all the future Forward Auctions as permanent bidder.

3. I/We agree to abide by all the instructions contained in the online forward auction notice, "SAIL-FA1: General Terms & Conditions of Sale from Plants / Units of SAIL for sale through Online Auction / Forward Auction (FA)" and your Special Terms & Conditions of Sale from Durgapur Steel Plant through Online Auction available on SAIL / Service Provider's website.

4. I/We agree to offer our best bid in the auction process, exclusive of Excise duty, Sales Tax, Freight, TCS, and other statutory levies if any, as applicable, and hold the same valid till 07.01.2015 for acceptance of the bid. All duties, Taxes, and statutory levies, as applicable, at the time of delivery shall be paid by me/us as extra.

5. 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.

6. I/We agree that we have been provided training by Service Provider in order to participate in Online Forward Auctions.
7. I/We request Service Provider to allot User-ID and password to me / us and activate the same to participate in the above mentioned online forward auction.
8. I/We agree that I / We shall change the password on receipt by me / us and keep it confidential. I / We agree that Service Provider shall not be held responsible in any way for any losses that may be suffered by me / us as a result of disclosure of the password to any other person by me / us.
9. I/We understand that my / our inability to participate in an e-selling event due to disruption of my / our Internet services, or due to bandwidth problems with my / our local Internet service providers are beyond the control of the Service Provider.
10. 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 my / our earnest money deposit and security deposit (if applicable).
11. We are providing the following details to you:
 - a. Name of the contact person on our behalf :
 - b. Our contact Telephone No. :
 - c. Our contact FAX No. :
 - d. Our contact E - Mail particular :
 - e. Bank name :
 - f. Branch name :
 - g. Branch address :
 - h. Branch Telephone No. :
 - i. 9-digit code number of the branch :
 - j. Account type :
 - k. Ledger No. / Ledger Folio No. :
 - l. Account number :
 - m. Other documents (if any) :
 - n. Postal / Delivery Address :

Place :

Date :

Yours faithfully,
Name and signature of authorised
person with Company's seal.
For M/S



No. DGM(Mktg)/Auction Terms/STCDSP-1/Issue-7 Dt. 12.12.2014

AUCTION TERMS FOR ONLINE AUCTION



**MARKETING DEPARTMENT
DURGAPUR STEEL PLANT
STEEL AUTHORITY OF INDIA LIMITED**



Special Terms & Conditions of Sale from Durgapur Steel Plant through Online Auction

1.0 Definition

DSP shall mean 'Durgapur Steel Plant' which is a plant under SAIL.

2.0 Approval for Participation

Individual firms/Business organizations intending to participate in Online Auctions conducted by SAIL, DSP during a financial year, have to seek prior approval from DSP. For consideration of the same, certified/Xerox copies of the following documents have to be made available to Marketing Department, DSP. This approval enables the individuals/business entities to participate in all the online auctions conducted during the financial year.

Sl	Aspect	Category	Supporting Document(s)
1.	Bona fide	Proprietorship firm	Certificate of Enlistment/Affidavit of self/ Trade License
		Company	Memorandum and Article of association with certificate of incorporation by Registrar of Companies
		Partnership	Partnership deed
2.	Income Tax Clearance	Proprietorship firm	PAN Card Proprietor / Firm
		Company	PAN Card. of the Company
		Partnership Firm	PAN Card of the Firm
		<i>(In all cases Status under IT and Jurisdictional CIT must be mentioned)</i>	
3.	Excise Registration		Form RC (under rule 9 of Central Excise) duly certified by Asst Commissioner, Central Excise
4.	Tax Registration (VAT/CST)		Memo issued by Commissioner, Commercial Taxes/ Certificate with Tin No. From Commercial Tax Office Form3- Certificate of Registration Form B for CST
5.	TCS exemption	Consumer	Form 27 C
		Others	Form 27G from Officer, DCIT Circle No. to DCFM(Sales)
6.	Authorization	Administrative / Liaison functions	Letter of Attestation ^s
		Material Lifting	Letter of Attestation

^s For a company/Partnership firm, Letter of Attestation must bear the name of the Director/Partner along with the signature authorized to correspond with DSP (Marketing Department).

2.1 Individual / firms / Business organizations who have already submitted original/certified true copies of the required documents (cl 2.0 above) to Mjunction Services Ltd. shall not be required to furnish the same again to Marketing Dept, DSP, provided the documents are to the satisfaction of Marketing Dept. authorities. Such Individual / firms / Business



organizations shall need to get the confirmation regarding their registration from Mktg. Dept. DSP. Responsibility of ensuring registration with DSP thus remains with the Individual / firms / Business organizations.

3.0 Auction Documents

- 3.1 “Special Terms & Conditions of Sale from Durgapur Steel Plant through Online Auction i.e. **Annexure-A** of Auction Terms for Online Auctions” shall also be included as a valid auction document in addition to other documents referred at para 1.13 and para 5 of the General Terms & Conditions of Sale from Plants/Units of SAIL for sale through Online /Forward Auction (FA) -SAIL-FA1.

4.0 Inspection

- 4.1 Prospective Bidders are advised to get acquainted with the materials, site conditions and labour situations prevailing at the site(s) before submission of Letter of Interest.

5.0 Financial Instruments

- a. **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 nationalized/scheduled bank (except Grameen and Co-operative banks), 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.in>. 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 O/o mjunction services ltd at the address mentioned at <https://auction.metaljunction.in> for details.

N.B. 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.

- b. All other payments like non-interest bearing **Security deposit, Material value, Ground rent** etc., should be made by way of RTGS or NEFT or Online Fund Transfer (in case bidder account is with SBI) only directly in our account at State Bank of India, Durgapur Main Branch (a/c. no 10894391546 & IFSC code no. SBIN 0000074).

Successful Bidders may transfer full amount value of sale offer/s after adjusting EMD amount (if any, already deposited with DSP) through RTGS/NEFT/ Online Fund Transfer mode. No other means of transferring money will be acceptable.

RTGS/NEFT/Fund Transfer has to be made only from the Bidder's bank account maintained in the same name and style (as mentioned in the sale offer)/ bidder account registered with SAIL, Durgapur Steel Plant. Payment from any other account will not be accepted and DSP will not be liable / responsible for return / refund of such unsolicited

payments and the payer / Remitter shall be responsible for any loss incurred by bidder on such transaction.

Under no circumstances, Bidder should deposit Cheque / Demand Draft / Pay Order in DSP account directly.

Bank charges if any, are to be borne by bidder.

Bidder has to send e-mail / letter to DSP confirming the UTR No. / Transaction code mentioning the amount transferred and related sale offer/ s for further action at DSP.

- c. All financial instruments relating to EMD must be valid for a period of at least 30 days from the date of the online auction
- d. Financial Instruments such as Cheque, Demand Draft, Pay Order/Bankers' Cheque, Letter of Credit (L.C.) and Bank Guarantee (BG) shall not be accepted in any case.

6.0 EMD

- 6.1 Separate financial instrument(s) towards EMD **maximum Rs.1,50,000** shall have to be deposited for participating in separate auction serials as indicated in the "List of Materials for online auction" given in the Auction Notice.

Bidders also have the option of depositing one time permanent EMD amount of Rs.1.5 lakh.

- 6.2 On acceptance of highest bids of a bidder by DSP for more than one item within the same auction serial, the EMD shall be adjusted towards Material Value in the last Sale Order only.

7.0 Security Deposit and Material Value:

- 7.1 In case the bids are accepted by DSP, full material value inclusive of taxes, TCS, duties and freight as applicable alongwith a Security Deposit @ 2.5 % of the material value has to be deposited at Marketing Department as per the schedule given in the offer letter.
- 7.2 Any amount outstanding in previous Sale Order(s) of the bidder in the form of Transfer Memo(s) are accepted as valid financial instruments towards material value.



- 7.3 On failure of the buyer in depositing full material value within the period specified in the Offer letters (**5 working days excluding the date of issue of Offer letters**), the EMD shall stand forfeited to SAIL/ Durgapur Steel Plant without any further reference. In addition, the defaulting H-1 bidder would be **debarred from the participation in next 2 consecutive e-auctions** of the category in which the item falls from the date of default without any prior notice to the bidder.

(**Note:-** 'Category' for the above purpose shall be as under:

Category 1 – All products of Coal Chemicals category

Category 2 – Ferrous (Iron/Steel items) & Misc. items like Waste Gas Cleaning Dust, Graphite Flakes, Liquid Oxygen, etc.

Category 3 – Idle Assets, Misc. Scrap, & Obsolete spares etc.)

- 7.4 ***In case normal activities are hampered due to unavoidable circumstances at DSP on the last date of making payment then payment will be accepted automatically on the next working day.***

8.0 Material Delivery

- 8.1 Material will be despatched on “No Complaint” basis in AIWIB/ FOT/ FOR mode as mentioned in the List of Materials of the Auction Notice.
- 8.2 For rail dispatches in FOR mode, DSP will make necessary arrangement to deliver the auctioned quantity as early as possible within the validity period.
- 8.3 In the event of any suspicion about wrong material being carried away by the buyer or his representative, they will be asked to offload the same for investigation and the buyer will not be entitled in such cases to any compensation or to any expenditure incurred by the bidder for and/or during unloading and reloading
- 8.4 The buyer shall not make unauthorized use of any facility/asset of the Company for any purpose including dumping of any material purchased against this order and/ or other sale order from the company and/ or other sources and in case of any violation of this clause, the company shall reserve the right to suspend supplies against this sale order and/ or other sale orders and/ or cancel the sale order altogether without prejudice to other rights.
- 8.5 Extension ***at the absolute discretion of SAIL, DSP*** may be granted initially for a period of 7 days or part thereof from the date of expiry of Release Order on payment of Ground rent @ 5% of the basic value of left over materials and a further period of 7 days or part thereof on payment of ground rent @ 10% of the basic value of left over materials. No extension shall be allowed beyond 14 days after which the left over materials shall be treated as “Abandoned goods” at the risk and cost of the customer as per Clause 25 of SAIL-FA1.
- 8.6 On treatment of materials as “Abandoned Goods”, in addition to the forfeiture of the left over quantities and the corresponding material value as per clause 25 of SAIL FA-1, the Security Deposit shall also stand forfeited in full.

9.0 Safety Rules

Truck movement for lifting of material will be restricted from 8:15 am to 8:45 am, 1:45pm to 2:15pm and 4:45 to 5:15 pm due to respective shift change. The speed limit of trucks lifting the material shall not in any case be more than 10 kmph while plying inside the Plant perimeter of DSP.



10.0 Refund of Outstanding Material Value and Security Deposit

Refund for the outstanding material value and security deposit shall be processed on receipt of application from the customer for refund of the same after execution of the Sale Order to the satisfaction of DSP, For this purpose, the customer shall have to provide bank details at Annexure-1 of the Auction Notice.

11.0 General

- 11.1 Any bidder (which includes inter alia its proprietor/ partner/ Director/ Chairman/ Secretary and/ or in any other name their designated and/ or their sister concern) who is under suspension from having any business dealing with SAIL/ DSP or has been black listed and/ or business dealings with SAIL/ DSP has been banned for any misconduct and/ or has been prosecuted before the Court of Law in any criminal case whether initiated by Central Bureau of Investigation and/ or any other investigating authority will not be eligible for consideration for awarding of the contract for sale of material and the bid(s) submitted by such bidder will be liable to be cancelled. In case it is detected after awarding of contract, the Sale Order will be liable to be cancelled.
- 11.2 Save expressly stated elsewhere in these special terms and conditions of sale of the contract, all action to be taken and all notices to be given by SAIL/DSP under contract shall be deemed to be and to have always been valid by taken or given if such actions are taken or such notices are given by the Head of Marketing Dept., Durgapur Steel Plant or any other officer on his behalf.
- 11.3 Any conflict between the General Terms and Conditions (SAIL-FA1) and the Special Terms and Conditions of sale from Durgapur Steel Plant through Online Auction, the Special Terms & Conditions will be overriding and finally will be binding on the customer.

DGM (Marketing)
Durgapur Steel Plant



**GENERAL RULES AND REGULATION GOVERNING CONDUCT OF ONLINE
Forward Auctions**

INTRODUCTION :

This Online Forward Auction is being conducted for M/S Steel Authority of India Limited (hereinafter referred as the “**Client**”) on the Service Provider Platform (hereinafter referred as “**Service Provider**”).

“The General Rules and Regulations governing conduct of Online Forward Auctions” provided herein govern the conduct of online forward auctions arranged by the 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 “SAIL-FA1 (General Terms & Conditions of Sale from Plants/Units of SAIL for sale through Online Auction/Forward Auction(FA)” ; “General Rules and Regulations governing conduct of Online Forward Auction” and Special Terms and Conditions for Sale of Materials of the respective Plant/Unit, is a pre-requisite for securing participation in the online auction.

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

ROLE OF “SERVICE PROVIDER”

I. Service Provider’ is the agency (operator) primarily providing the service of the Forward auction to the client.

II Collection of EMD for SAIL Plant/Unit other than CMO

One –time EMD

On acceptance of bid rate by the competent authority the EMD will be forwarded to the Plant/Unit. The Service Provider will retain the EMD of all bidders and will refund the EMD of all unsuccessful bidders/successful bidders whose bid rates have not been approved by the competent authority within seven working days of the auction.

The Service Provider will check the validity of EMD with respect to expiry date of Demand Draft /Pay order /Banker’s Cheque.

Permanent EMD

The Service Provider shall update the list of permanent bidders at their end and shall forward the EMD to the respective Plant/Unit.

The Permanent EMD shall be refunded to the bidder by the Plant/Unit only after clearance from the Service Provider.

III Defining of bidding rules for each auction in consultation with the client.

IV Educating bidders about the auction mechanism and bidding rules.

V Input of the Auction items and defining the bidding rules in the auction engine.

VI Providing access to the approved bidders to participate in the Auction.

VII Summarising the Auction proceedings and communicate the outcome to the Client.



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

ROLE OF “Bidder”

The role of the bidder is outlined below:

The bidder would participate in the auction with the aim of bidding to secure the auctioned item in the auction

The bidder would be provided access to the Auction through a User Id protected by a password. The bidder needs to ensure that the User Id and password is not revealed to unauthorized persons. Bidders are also requested to change the password allocated to them by the Service Provider to keep their confidentiality. However it would be bidder's sole responsibility to ensure the security and privacy of the same and he/they would not hold the Client / Service Provider responsible in any manner whatsoever for any misuse of these User Ids and/or password. Access to the auction mechanism shall be provided to all the approved bidders subsequent to obtaining their written consent to the SAIL-FA1(General Terms & Conditions of Sale from Plants/Units of SAIL for sale through Online Auction/Forward Auction(FA)),General Rules & Regulations governing conduct of Online Forward Auctions, Letter of Interest and Special Terms & Conditions of Sale if any. Payment of Earnest Money Deposit (EMD) as decided by the client minimum 1 working day before the start of the Forward auction will be one of the necessary conditions for participating in the auction.

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 honour the bids placed during online bid shall render the bidders liable for penal action as deemed fit by Client / Service Provider.

In the event of winning an allotment in the auction mechanism, the bidder shall commit to fulfill outlined obligations under the contract.

The bidder shall bid on the terms specified by the client & place his/their bids in the auction engine in the manner specified by “Service Provider”. The bidders shall not stipulate any conditions on his/their own unless the terms of the Client (in the Client's Terms & Conditions) explicitly 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 endeavour of Service Provider to specify these rules at the earliest for each online bid, the Service Provider shall have the right to delay the announcement of these bidding rules or modify rules specified earlier at the time of the online Bid. 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/or handed over stamped and manually signed "SAIL-FAI(General Terms & Conditions of Sale from Plants /Units of SAIL for sale through Online Auction/Forward Auction(FA))" ; "General Rules and Regulations governing conduct of Online Forward Auctions" Letter of Interest, Special Terms & Conditions of Sale if any and the necessary EMD amount to the Service Provider in case of plant/unit other than CMO at least 1 day prior to start of the online auction will be given User –id and password to enable them to view and participate in the online auction. In case of CMO, stamped and manually signed "SAIL-FAI(General Terms & Conditions of Sale from Plants /Units of SAIL for sale through Online Auction/Forward Auction(FA))" ; "General Rules and Regulations governing conduct of Online Forward Auctions" Letter of Interest, Special Terms & Conditions of Sale if any and the necessary EMD amount shall be submitted to CMO branch sales office. However a time of 5 working days in case of regular items and 8 working days in case of idle assets and non-regular items shall be provided for in-between the date of the online auction notice and the date of conduct of online forward auction.

The Auction shall be conducted on pre-specified date. The Key Terms pertaining to the conduct of Auction such as Start Time, "Duration", "End Time" And "Auto Extension Facility" shall be specified separately for each Auction.

Service provider reserves the right to cancel or reschedule the auction with the approval of the Competent Authority of the respective Plant/Unit on any of the following reasons :

- i The number of confirmed bidders is deemed insufficient to conduct the auction.
- ii Some of the confirmed bidders are unable to access the module due to infrastructure problems such as sustained power failure or telecommunication breakdown.
- iii There are no bids accepted which are equal to or below any start Bid Price.
- iv 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:

- a) on the advice of the Client or
- b) In case of situations where it is felt that continuance of the auction proceedings is prejudicial to the smooth conduct and / or the integrity of the auction process.

Or

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

In the event of any problems being faced in the smooth conduct of the auction, the Service Provider with the approval of the Competent Authority of the respective Plant/Unit 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
- Lock / deactivate a bidder's account (suspension of operations in the account), etc.



In case of failure of net connection, bidder will give his/their 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. However the bids received through online auction platform shall only be acceptable. 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 the 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:

The 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 material is being made available/ sold.

Signed in acceptance of the above terms and conditions

Date:-	
Place:-	
Name:-	
Designation of signatory	
Contact No at the time of Auction:-	



DEFINITION OF KEY TERMS

Auction.

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

Online Auctions.

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

Award at the Auction.

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

Client.

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

Bidder.

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

Auction Engine.

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

Timings of the Online Bid.

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

Preview Time.

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

Start Time.

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

**Duration of the Auction.**

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

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

Auto Extension of the Auction Timings.

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

End of the Auction.

End of the Auction refers to the termination of the auction proceedings 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.