

Auction Notice No : Mktg/FA/Genl/19-20/0021001177/Rev 3
Dated:12/03/2020

**CATALOGUE
FOR
ONLINE AUCTION**



MARKETING DEPARTMENT
DURGAPUR STEEL PLANT
STEEL AUTHORITY OF INDIA LIMITED

LOI is mandatory for all auctions. Please submit the LOI within cutoff of time (as mentioned in the auction catalog)

Contact details for SAIL DSP Auction related issues

Letter of interest to be mailed to (subject line should have DSP LOI mentioned)	
refund of EMD for non H1 customers	Apply refund through online mode.
Contact details in mjunction -Durgapur branch	
PavelBhattacharjee: +91-8584008262	pavel.bhattacharjee@mjunction.in
Obhishek Roy Chowdhury:-+91-9163348127	obhishek.roychowdhury@mjunction.in
Marketing contact person: Mr Arun K Das (DGM Marketing) +91-9434792388	

DESIGNATED OFFICIERS FOR THE ISSUE OF GATE PASS AND VISIT IN THE RESPECTABLE PLANT AREA FOR MATERIAL INSPECTION:

SHIPPING UNIT	OFFICER	MOBILE
CONTINUOUS CASTING PLANT	Mr. RAJAT CHATTERJEE	9434791393
MRD	Mr. CHINMOY ROY	9434791507
PCM	Mr. ASHOK RAI	9434791362
MSM	Mr. NIRUPAM NATH	9434791524
SECTION MILL	Mr. SUBHASISH DEBROY	9434791565
COAL CHEMICALS	Mr. SHUVOMAY MAZUMDAR	9434791146
INGOTS/SPL CASTING BAY	Mr. D CHATTERJEE	9434791388
WHEEL & AXLE PLANT	Mr. ALOK KUMAR MOHANTY	9434791637

List of Officers from Shipping Unit

Items	Name of Executive	Desig	Phone
Misc Store Items	GOBINDA BARMAN	Dy. Manager	9434791991
BFG Slag	V V CHATURVEDI	DGM	9434792312
Flue Dust	A K Sinha	DGM	9434791324
	VITTALA RAO	DGM	9434791317
Rej Ref Bricks	A K Das	DGM	9434791496
Waste Transforemr Oil from PMD	A KR CHATTERJEE	DGM	9434791906
ewaste from ETL	S K Das	DGM	9434791817
Scrap from Education Dept	AMAL KR DATTA	Dy. Manager	9434792695
Waste Lubricating Oil from MTB	KUMARA C K JEOTHY	DGM	9434791763
Idle Assets from Plant Garage	APURBA DEB	AGM	9434791715
Idle Assets from Coal Handling Plant	M L SATYA KUMAR	DGM	9434791130
Idle Assets from Coal Chem	S MAZUMDAR	DGM	9434791146
Idle Assets from COCC Mech	SUMIT MANDAL	DGM	9434791170
Admin Dept	PRATIK SENGUPTA	JO, Admin Dept	9434791430

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Auction Website: www.metaljunction.com

All references to General Terms and Conditions of sale from plant / units of SAIL for sale through online auction/Forward auction (FA) – “SAIL FA1” dated 26-05-2010 and/or General terms and conditions of sale through tender from plants and units (except CMO)-“SAIL S1” dated 26-02-2010 shall be hence referred to **General Terms and conditions for sale & auction from plants / units of SAIL (SAIL GTC-SA: 2017) dated 16-06-2017**

Only Earnest Money Deposit (EMD) shall be deposited in favour of MJUNCTION SERVICES LIMITED. Bank details is given below:

Beneficiary Name	MJUNCTION SERVICES LIMITED
Bank Name	HDFC BANK LTD
Branch Name	Sandoz Branch, Mumbai
Account No	Explained below *
IFSC Code	HDFC0000240

*All the customers will have a unique account number. The unique account number is an alpha numeric code consisting of 13 characters. The Customer's unique “account number” is a combination of the MJ' SAP code along with the 7 digit bidder SAP ID and can be used as reference for all subsequent transactions. The Customer's Account Number detail is available in “Profile” after the customer logs into our website using the user id and password.

Additional Information:

Minimum Lead time for system updation of EMD submitted in virtual account is 2hrs. Please deposit your EMD money accordingly .

Permanent EMD:

- A. For Secondary Steel/PCM Items/Coal Chemicals : 1.5 lacs
- B. For Misc Scraps/Idle Assets : 5 Lacs

STEEL AUTHORITY OF INDIA LIMITED
DURGAPUR STEEL PLANT

AUCTION NOTICE

Newspaper Advt.No.:

Auction Notice No.: Mktg/FA/Genl/19-20/0021001177/Rev 3

Dated:12/03/2020

Steel Authority Of India Limited, Durgapur Steel Plant, Durgapur- 713203 intends to sell some materials, from stock and/or future generation, tabulated at "List of Materials" on "No Complaint Basis" through On-Line Auction to be conducted by our Service Provider M/s mjunction Services Limited, Tata Centre, 45 Jawahar Lal Nehru Road, Kolkata-71 on their website www.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/19-20/0021001177/Rev 3
Dated:12/03/2020

- > Auction Terms for Online Auction issued vide No.
DGM(Mktg)/Auction Terms/STCDSP-2/Issue-5 Dated 12.08.2015 which consists of
- * Special Terms & Conditions of Sale through Online Forward Auction - Annexure-A.
 - * General Rules and Regulations Governing Conduct 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 GTC-SA: 2017.

Above documents are available in downloadable form in the websites
www.sailtenders.co.in and www.metaljunction.com/www.mjunction.in

Online Auction Schedule

Materials Offered for sale	As per List Of Items for Sale
Period of Inspection of material in situ	UP TO 20.04.2020 (1700 HRS)
Last date of submitting Letter of Interest(Annexure-1), Required Documents along with Earnest Money	UP TO 21.04.2020 (1200 HRS)
Date and Time of Online Auction	21.04.2020 FROM 1430 HRS
Internet site for the Online Auction	www.metaljunction.com
Validity of Bids of Successful Bidder	07.05.2020

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.

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GM (MARKETING)
Durgapur Steel Plant

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

Auction Notice No.:Mktg/FA/Genl/19-20/0021001177/Rev 3

Dated:12/03/2020

List Of Materials for E-Auction on 21.04.2020 FROM 1430 HRS

Auction Sl. No.	EMD (Rs)	Item description	Approx. Qty	Unit Of Measure	Location	Lifting Period From The Date Of Release Order	HSN Code
11007012	6000	O/U/SCRAP Autoclave & Shredder M/C	1.000	LOT	DSP MAIN HOSPITAL	20	7204
11007581	6000	O/U/S 500 T wire rope Splicing M/C	1.000	LOT	HEAVY MAINTENANCE SITE-3	20	7204
11009570	2000	O/U/S Laboratory Machines	1.000	LOT	R C L MAIN BLDG	15	8487
11009673	2000	O/U/S R & C Laboratory Machines	1.000	LOT	SINTER PLANT, R C LAB	15	8487
11010807	50000	OLD USED SCRAP PLANT GARAGE ITEMS	1.000	LOT	Annexure-1	45	8487
11010808	50000	OLD USED SCRAP PLANT GARAGE ITEMS	1.000	LOT	Annexure-2	45	8487
11010809	50000	OLD USED SCRAP PLANT GARAGE ITEMS	1.000	LOT	Annexure-3	45	8487
11010806	6000	OLD USED SCRAP FIRE TENDER	1.000	LOT	Plant Garage	25	8487

All the items 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. For material under AIWIB mode of delivery the bidder shall acquaint himself with the ground conditions of the concerned area with regards to employment of labour/equipment.

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

GM (MARKETING)
Durgapur Steel Plant

STEEL AUTHORITY OF INDIA LIMITED
DURGAPUR STEEL PLANT

Auction Notice No.:Mktg/FA/Genl/19-20/0021001177/Rev 3 Dated:12/03/2020
List Of Materials for E-Auction on 21.04.2020 FROM 1430 HRS

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.

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."

Special Remarks :

I. ITEMS/EQUIPMENT LISTED ABOVE HAS OUTLIVED ITS LIFE AND HAS LOST ITS PERFORMANCE AND RELIABILITY. THEY ARE UNSERVICEABLE AND OUT OF OPERATION. DOCUMENTS RELATED TO IT MAY OR MAY NOT BE AVAILABLE.

II. MAJOR OR MINOR COMPONENTS MAY OR MAY NOT BE AVAILABLE. BIDDERS OR CUSTOMERS ARE REQUESTED TO PUT THEIR BID IN E-AUCTION AFTER PERSONALLY INSPECTING THE ITEM

GM (MARKETING)
Durgapur Steel Plant

LETTER OF INTEREST

ANNEXURE-1

To
The GM (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 Sl	EMD(Rs)	DD/PO/BC/UTR/Ref No	Valid upto	Date	Drawn On(Bank)	Remarks

OR

1. I/We

(i) _____ 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. _____

(ii) have submitted 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 above indicated online forward auction notice, "SAIL GTC-SA: 2017 : 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 07.05.2020 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 GTC-SA : 2017: 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 :

Yours faithfully,

Date :

Name and signature of authorised
Person with Company's seal.



Lot details Annexure for Auction Notice No :

Mktg/FA/Genl/19-20/0021001177/Rev 3 Dated:12/03/2020 to be held on 21.04.2020 FROM 1430 HRS

Lot No : 11007012 **Quantity :** 1.000 LOT

Lot Description :

Old, used & Scrapped Autoclave (SS) & Shredder M/C (MS) one no. each in a lot.

Note 1: Electric Motor will be retained by the Executing Authority.

Note 2:

- i. ITEMS/EQUIPMENT listed above has outlived its life and has lost its performance and reliability. They are Unserviceable and out of operation. Documents related to it may or may not be available.
- ii. Major or minor components may or may not be available. Bidders or customers are requested to put their bid in e-auction after personally inspecting the items/equipment only. No complaints regarding the non-availability of any major or minor components will be entertained post e-auction.
- iii. The buyer should take all the safety precautions as required for the job & strictly follow all the procedures as laid down by the Safety Engg Department & EA while lifting, loading, transportation etc.

Executing Authority: Jt Director (M&HS) or his authorised representative

GST % TCS %
18.00 1.00

Lot No : 11007581 **Quantity :** 1.000 LOT

Lot Description :

Old, used & scrapped 500 Ton wire rope splicing machine 1 no. Make: Usha Ismal make, capacity : 500 Ton

Note:

- i. ITEMS/EQUIPMENT listed above has outlived its life and has lost its performance and reliability. They are Unserviceable and out of operation. Documents related to it may or may not be available.
- ii. Major or minor components may or may not be available. Bidders or customers are requested to put their bid in e-auction after personally inspecting the items/equipment only. No complaints regarding the non-availability of any major or minor components will be entertained post e-auction.
- iii. The buyer should take all the safety precautions as required for the job & strictly follow all the procedures as laid down by the Safety Engg Department & EA while lifting, loading, transportation etc.

Executing Authority: DGM I/C (Heavy Maint) or his authorised representative

GST % TCS %
18.00 1.00



Lot details Annexure for Auction Notice No :

Mktg/FA/Genl/19-20/0021001177/Rev 3 Dated:12/03/2020 to be held on 21.04.2020 FROM 1430 HRS

Lot No : 11009570 **Quantity :** 1.000 LOT

Lot Description :

Old used and Scrapped Laboratory Machines in a lot comprising of the following:

1. Plastometer - 1 no.

Note:

- i.ITEMS/EQUIPMENT listed above has outlived its life and has lost its performance and reliability. They are Unserviceable and out of operation. Documents related to it may or may not be available.
- ii.Major or minor components may or may not be available. Bidders or customers are requested to put their bid in e-auction after personally inspecting the items/equipment only. No complaints regarding the non-availability of any major or minor components will be entertained post e-auction.
- iii.The buyer should take all the safety precautions as required for the job & strictly follow all the procedures as laid down by the Safety Engg Department & EA while lifting, loading, transportation etc.

Executing Authority: DGM (RCL) or his authorised representative

GST % TCS %
18.00 1.00

Lot No : 11009673 **Quantity :** 1.000 LOT

Lot Description :

Old used and Scrapped Laboratory Machines in a lot comprising of the following:

1. Disc Pulveriser - 2 nos.
2. scrapped Air Owen - 1 no.

Note:

- i.ITEMS/EQUIPMENT listed above has outlived its life and has lost its performance and reliability. They are Unserviceable and out of operation. Documents related to it may or may not be available.
- ii.Major or minor components may or may not be available. Bidders or customers are requested to put their bid in e-auction after personally inspecting the items/equipment only. No complaints regarding the non-availability of any major or minor components will be entertained post e-auction.
- iii.The buyer should take all the safety precautions as required for the job & strictly follow all the procedures as laid down by the Safety Engg Department & EA while lifting, loading, transportation etc.

Executing Authority: DGM (RCL) or his authorised representative

GST % TCS %



Lot details Annexure for Auction Notice No :

Mktg/FA/Genl/19-20/0021001177/Rev 3 Dated:12/03/2020 to be held on 21.04.2020 FROM 1430 HRS

18.00 1.00

Lot No : 11010807 **Quantity :** 1.000 LOT

Lot Description :

OLD USED SCRAP PLANT GARAGE ITEMS: List of items/equipment as per Annexure-1

Location: as per Annexure-1

Note:

- i. ITEMS/EQUIPMENT listed above has outlived its life and has lost its performance and reliability. They are Unserviceable and out of operation. Documents related to it may or may not be available.
- ii. Major or minor components may or may not be available. Bidders or customers are requested to put their bid in e-auction after personally inspecting the items/equipment only. No complaints regarding the non-availability of any major or minor components will be entertained post e-auction.
- iii. The buyer should take all the safety precautions as required for the job & strictly follow all the procedures as laid down by the Safety Engg Department & EA while lifting, loading, transportation etc.

Executing Authority: GM (Plant Garage) or his authorized representative.

GST % TCS %

18.00 1.00

Lot No : 11010808 **Quantity :** 1.000 LOT

Lot Description :

OLD USED SCRAP PLANT GARAGE ITEMS: List of items/equipment as per Annexure-2

Location: as per Annexure-2

Note:

- i. ITEMS/EQUIPMENT listed above has outlived its life and has lost its performance and reliability. They are Unserviceable and out of operation. Documents related to it may or may not be available.
- ii. Major or minor components may or may not be available. Bidders or customers are requested to put their bid in e-auction after personally inspecting the items/equipment only. No complaints regarding the non-availability of any major or minor components will be entertained post e-auction.
- iii. The buyer should take all the safety precautions as required for the job & strictly follow all the procedures as laid down by the Safety Engg Department & EA while lifting, loading, transportation etc.



Lot details Annexure for Auction Notice No :

Mktg/FA/Genl/19-20/0021001177/Rev 3 Dated:12/03/2020 to be held on 21.04.2020 FROM 1430 HRS

Executing Authority: GM (Plant Garage) or his authorized representative.

GST % TCS %
18.00 1.00

Lot No : 11010809 Quantity : 1.000 LOT

Lot Description :

OLD USED SCRAP PLANT GARAGE ITEMS: List of items/equipment as per Annexure-3

Location: as per Annexure-3

Note:

- i. ITEMS/EQUIPMENT listed above has outlived its life and has lost its performance and reliability. They are Unserviceable and out of operation. Documents related to it may or may not be available.
- ii. Major or minor components may or may not be available. Bidders or customers are requested to put their bid in e-auction after personally inspecting the items/equipment only. No complaints regarding the non-availability of any major or minor components will be entertained post e-auction.
- iii. The buyer should take all the safety precautions as required for the job & strictly follow all the procedures as laid down by the Safety Engg Department & EA while lifting, loading, transportation etc.

Executing Authority: GM (Plant Garage) or his authorized representative.

GST % TCS %
18.00 1.00

Lot No : 11010806 Quantity : 1.000 LOT

Lot Description :

OLD USED SCRAP FIRE TENDER: Reg No: WMH 8594; Make: TATA 1210; Pump capacity: 1800 LPM; Water tank Capacity: 2700 lts.

Location: Plant Garage

Note:

- i. ITEMS/EQUIPMENT listed above has outlived its life and has lost its performance and reliability. They are Unserviceable and out of operation. Documents related to it may or may not be available.
- ii. Major or minor components may or may not be available. Bidders or customers are requested to put their bid in e-auction after personally inspecting the items/equipment only. No complaints regarding the non-availability of any major or minor components will



Lot details Annexure for Auction Notice No :

Mktg/FA/Genl/19-20/0021001177/Rev 3 Dated:12/03/2020 to be held on 21.04.2020 FROM 1430 HRS

be entertained post e-auction.

iii. The buyer should take all the safety precautions as required for the job & strictly follow all the procedures as laid down by the Safety Engg Department & EA while lifting, loading, transportation etc.

Executing Authority: GM (Fire Service Dept) or his authorised representative.

GST % TCS %

18.00 1.00

Lot 11010807: OLD USED SCRAP PLANT GARAGE ITEMS/EQUIPMENT**Location:** PLANT GARAGE

The lot comprises of the following items:

Sl. No.	ITEMS/EQUIPMENT	Make	Capacity	Chassis No	Location
01	OLD USED & SCRAP LINING BREAKING M/C (LBM-02)	TML Technik GMBH; Model: WIEGER L-10; M/c SI No:60797	-	-	Plant Garage
02	Ambulance - WB39/6818	Mahindra & Mahindra	-	MAIJC2CAA43B20033	Plant Garage
03	Escort Crane(EC-03)	M/s ESCORT Ltd; M/c SI No: RT-30/110	32 Ton	NKSV2	Plant Garage
04	Terex Dumper(TX-12)	Caterpillar; M/c SI No: 10250283	25 Ton	110283F	Plant Garage
05	Terex Dumper(TX-23)	Caterpillar; M/c SI No: 10250346	25 Ton	110350F	Plant Garage
06	O/U/S BOBCAT LOADER BCL 01	Ingersol Rand (I) Ltd	300 kg	-	Plant Garage
07	Hy Excavator L&T(PL-01)	L&T; M/c SI No: A 3167	0.9 M ³	A 3167	Plant Garage
08	Escort Crane(EC-01)	M/s ESCORT Ltd; M/c SI No: ERS 12037	18 Ton	1316	Plant Garage

NOTE:

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- ii. Major or minor components may or may not be available. Bidders or customers are requested to put their bid in e-auction after personally inspecting the items/equipment only. No complaints regarding the non-availability of any major or minor components will be entertained post e-auction.
- iii. The buyer should take all the safety precautions as required for the job & strictly follow all the procedures as laid down by the Safety Engg Department & EA while lifting, loading, transportation etc.

Lot 11010808: OLD USED SCRAP PLANT GARAGE ITEMS/EQUIPMENT

Location: PLANT GARAGE and Coke Ovens (Battery Street)

The lot comprises of the following items:

Sl. No.	ITEMS/EQUIPMENT	Make	Capacity	Chassis No	Location
01	O/U/S Lining Breaking Machine (LBM-03)	TML Technik GMBH; Model: 400L; M/c SI No: 982520	-	-	Plant Garage
02	Ambulance – WB39/9205	Tata Motors Ltd	1948 CC	385056CTZ914896	Plant Garage
03	Tata P&H Crane(P&H-14)	TATA 955- ALC; M/c SI No: G11454	-	T9757	Coke Ovens (Battery Street)
04	Terex Dumper(TX-26)	Caterpillar; M/c SI No: 10250358	25 Ton	110351F	Plant Garage
05	Terex Dumper(TX-24)	Caterpillar; M/c SI No: 10250356	25 Ton	110357F	Plant Garage
06	O/U/S BOBCAT LOADER BCL 02	Ingersol Rand (I) Ltd	300 kg	-	Plant Garage
07	Trailor(BT-01)	Ashok Leyland	25 Ton	ALHE9368	Plant Garage

NOTE:

- i. ITEMS/EQUIPMENT listed above has outlived its life and has lost its performance and reliability. They are Unserviceable and out of operation. Documents related to it may or may not be available.
- ii. Major or minor components may or may not be available. Bidders or customers are requested to put their bid in e-auction after personally inspecting the items/equipment only. No complaints regarding the non-availability of any major or minor components will be entertained post e-auction.
- iii. The buyer should take all the safety precautions as required for the job & strictly follow all the procedures as laid down by the Safety Engg Department & EA while lifting, loading, transportation etc.

Lot 11010809: OLD USED SCRAP PLANT GARAGE ITEMS/EQUIPMENT

Location: PLANT GARAGE and Slag bank (near DCW plant)

The lot comprises of the following items:

Sl. No.	ITEMS/EQUIPMENT	Make	Capacity	Chassis No	Location
01	O/U/S Lining Breaking Machine (LBM-01)	TML Technik GMBH; Model: WIEGER L-10; M/c SI No:60796	-	-	Plant Garage
02	Ambulance-WB39/9206	Tata Motors Ltd	1948 CC	385056CTZ914899	Plant Garage
03	Tata P&H Crane(PH-12)	TELCO	75 Ton	T9937	Slag bank (near DCW plant)
04	Terex Dumper(TX-19)	Caterpillar; M/c SI No: 10250330	25 Ton	110326F	Plant Garage
05	Terex Dumper(TX-21)	Caterpillar; M/c SI No: 10250336	25 Ton	110316F	Plant Garage
06	Terex Dumper(TX-16)	Caterpillar; M/c SI No: 10250324	25 Ton	110327F	Plant Garage
07	Coles Crane(CC-02)	M/S TIL Ltd.; M/c SI No: 50704	30 Ton	-	Plant Garage
08	Trailor(BT-03)	Ashok Leyland	20 Ton	-	Plant Garage

NOTE:

- i. ITEMS/EQUIPMENT listed above has outlived its life and has lost its performance and reliability. They are Unserviceable and out of operation. Documents related to it may or may not be available.
- ii. Major or minor components may or may not be available. Bidders or customers are requested to put their bid in e-auction after personally inspecting the items/equipment only. No complaints regarding the non-availability of any major or minor components will be entertained post e-auction.
- iii. The buyer should take all the safety precautions as required for the job & strictly follow all the procedures as laid down by the Safety Engg Department & EA while lifting, loading, transportation etc.



No. DGM(Mktg)/Auction Terms/STCDSP-2/Issue-5 Dt. 12/08/2015

AUCTION TERMS FOR ONLINE AUCTION



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



Special Terms & Conditions of Sale of Materials

(Specific to Individual FA)

PARTICIPATION AND BIDDING:

1. Each Lot under sale as mentioned in the Auction Notice shall be treated as a separate unit for the purpose of bidding / deciding the online forward auction. No monetary adjustments shall be possible from one lot to another. Clause 6.3 of SAIL-FA1 shall stand modified to this extent.
2. Temporary Customers shall ensure that the earnest money deposit (EMD) is not less than the amount required against each lot / item. In case, the earnest money is found to be less than the total amount required against total offered lots / items, the EMD against each lot will be taken individually in a serial order as per offer of the party and the lots covered by this EMD shall only be considered and the bids of the party for rest of the lots not covered by EMD shall stand rejected.
3. Bidders shall bid **Unit Rate** (Rs. Per Unit) exclusive of all taxes, duty and other statutory levies like Tax Collection at Source (TCS), freight, cutting/ bending/ handling charges as applicable. All duties, taxes and statutory levies, as applicable, at the time of delivery shall be paid by the buyer as extra. This shall supplement clause 7 of SAIL-FA1.

ISSUANCE OF 'SALE OFFER':

4. In case of sale where payments are to be made by the customer in more than one instalment, separate letters will be issued to the customer clearly indicating the amount payable in each instalment. Such letter(s) for payment of subsequent instalment will be issued within the original scheduled date of delivery against the 'Sale / Delivery Order' issued for the previous instalment.
5. Any delay or failure to comply with the directives given in the 'Bid Acceptance letter' within the specified time on the plea of non-receipt or delayed receipt of 'Bid Acceptance Letter' due to postal problems or otherwise shall not be accepted and in that case such letter will be treated as cancelled and action will be initiated as per the terms and conditions of forward auction. This shall supplement clause 19.1 of SAIL-FA1.

PAYMENTS / PENALTIES / REFUNDS:

6. Successful temporary customers shall have to pay Security Deposit (SD) @ 5% of the bid value within 10 calendar days from the date of issue of Bid Acceptance Letter. In the event of failure on the part of the temporary customer to pay the Security Deposit against each lot within specified date, the Earnest Money Deposit (EMD) of the temporary customer will be forfeited. Permanent customers are not required to pay the Security Deposit. Clauses 18 and 19.1 of SAIL-FA1 shall stand modified to this extent.
7.
 - a) Both temporary and permanent customers shall produce 'No Demand Certificate' from CISF, Pass Section in all cases confirming surrender of all Gate Passes issued for the job and satisfactory execution of Sale / Delivery Order through a Site Clearance or Job Completion Certificate issued by the Executing Authority after completion of delivery. Non-compliance of this provision shall attract penal action as deemed fit by Durgapur Steel Plant.



- b) All claims for refund whatsoever shall be subject to the above condition. Refunds if any shall be made within 30 calendar days of completion of lifting and claim by the party. Clause 19.4 of SAIL-FA1 shall stand modified to this extent.
8. Successful bidders shall pay, within 15 days from the date of issue of Bid Acceptance Letter, the **balance amount towards total sale value** (including material value and taxes / duties / levies, etc., as applicable) against each lot **after adjusting the EMD amount already paid against each lot**. Permanent customers shall pay the total sale value without adjusting their permanent EMD amount. Clause 19.1 of SAIL-FA1 shall stand modified to this extent.
9. In case full financial arrangement is not completed by the buyer within specified date given in 'Bid Acceptance Letter', default-in-payment charges shall be payable by the customer @ 1% of material value for the 1st week or part thereof and @ 1.5% of material value for the 2nd week or part thereof. For such purposes, all days including Sundays and Holidays, after the specified date of payment, will be counted.
- 10.
- a) The EMD of Permanent Customers will be forfeited without prior notice to the bidder if total sale value against each lot with default charges is not paid within two weeks from the specified date given in 'Bid Acceptance Letter'.
 - b) The Security Deposit along with EMD of 'Temporary Customers' will be forfeited without prior notice to the bidder if total sale value against each lot with default charges is not paid within 14 days from the specified date given in the 'Bid Acceptance Letter'.**
 - c) For all purposes, the date of Cash Receipt / Cash Voucher at DSP/Finance will be taken as the date of payment by the buyer. Buyers, therefore, should not wait to make payment on the last date. The customer shall make all payments against a single 'Bid Acceptance Letter' on a single date and DSP/Finance will not accept part payments. Clause 19.6 of SAIL-FA1 shall stand modified to this extent.
 - d) In addition, the defaulting H-1 bidder would be debarred from the participation in next 3 consecutive e -auctions of the category in which the item falls from the date of default without any prior notice to the bidder.

11. 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:



Beneficiary Name	MJUNCTION SERVICES LIMITED
Bank Name	HDFC BANK LTD.
Branch Name	Sandoz Branch, Mumbai
Account No.	Explained Below*
IFSC Code	HDFC0000240
* All the customers will have a unique account number. The unique account number is an alpha numeric code consisting of 13 characters. The Customer's unique "account number" is a combination of the MJ's SAP code along with the 7 digit bidder SAP ID and can be used as reference for all subsequent transactions. The Customer's Account Number detail is available in "Profile" after the customer logs into our website using the user id and password.	

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 Financial Instruments relating to EMD must be valid for a period of atleast 30 days from the date of the on-line auction.
- c) 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 of Security deposit and material value of sale offer/s through RTGS/NEFT/ Online Fund Transfer mode. No other means of transferring money will be acceptable. The Bidders may pay material value after adjusting auction specific EMD amount (if any, already deposited).

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.

- 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.

DELIVERY OF MATERIALS:

12. Lifting of materials by the customer shall be allowed as per delivery programme given by the Executing Authority, which would be in the 'G'-shift of Durgapur Steel Plant on any working day except Sundays and holidays observed by the Plant. However, truck movement for lifting of material will be restricted during shift changing timings of Durgapur Steel Plant. Customers shall obtain delivery programme from the Executing Authority immediately after getting the 'Sale / Delivery Order' to ensure lifting within the scheduled delivery date. For all purposes, the date of invoice of Durgapur Steel Plant shall be deemed to be date of delivery. This shall supplement clause 20.1 of SAIL-FA1.

GROUND RENT:

13. **The customer must effect complete removal of the sold lots / items from the site within the date specified in the 'Sale / Delivery Order' issued by Durgapur Steel Plant. Extension may be given to the customer on payment of Ground rent charges @ 1% of basic material value of the left-over quantities for each week or part thereof in case he fails to complete lifting of full quantity within the specified date given in Sale/Delivery Order and seeks time extension in writing to complete the same. Such extension will be given as certified by the Executing Authority of DSP for items sold in "lots" and with regard to items sold in terms of "Nos./Qty" based on invoice/challan. However, such a time extension will be given by Durgapur Steel Plant based on the merit of the case. Clause 21.11 of SAIL-FA1 shall stand modified to this extent.**
14. The removal of the materials within the stipulated period is the responsibility of customer. Reasons for any delay in lifting on account of non-availability of trucks, labour, etc. or on account of weather conditions, etc. will not be entertained. Delay in lifting would, however, be governed by force majeure conditions stipulated in SAIL-FA1. Customer should not wait to take delivery on the last date. This shall supplement clause 21.3 of SAIL-FA1.

QUANTITY VARIATION:

15. The quantities for sale as mentioned against each lot **sold by weight or number** are approximate:
- a. For such a lot (sold by weight or number), any quantity found in excess in up to 3% over the quantity indicated for sale in the lot might be allowed for lifting at the sole discretion of Durgapur Steel Plant. For this purpose, proportionate amount payable by the Temporary Customers shall be adjusted from the Security Deposit. Permanent customers shall pay the additional sale value on this account before removal of materials.



- b. For such a lot (sold by weight or number), any quantity found less than the quantity indicated for sale in the lot will be taken as shortfall quantity. The liability of Durgapur Steel Plant will be limited only to refund of the proportionate amount paid by the customer as applicable for the quantity not delivered but no interest will be payable by Durgapur Steel Plant on such refunds. In all cases, the penalties like default-in-payment charges, ground rent charges, etc. paid by the customer for the lot shall not be refunded.

Clause 26 of SAIL-FA1 shall stand modified to this extent.

16. The quantities for sale as mentioned against each lot **sold on 'LOT' basis** are estimated quantities, which may vary. Delivery for such lots, however, will be limited to the maximum weight or number indicated for sale in the lot and no refund will be admissible to the customer in case of any shortfall in weight or number indicated for sale on 'Lot' basis. Customers, in their own interest, shall make proper assessment while bidding for the lots put up for sale on 'LOT' basis.

OTHERS:

17. The buyer shall ensure that proper discipline and decorum is maintained by the workmen/ employees employed by or through him at work in and around the plant site of the Company. This shall supplement clause 33.1 of SAIL-FA1.
18. The buyers will be held responsible for any acts of irregularity / misconduct by his authorized representative or persons engaged by them or his authorized representative for working out the sale / delivery order. Any irregularity / misconduct may lead to forfeiture of Security Deposit (SD) or Earnest Money Deposit or both, cancellation of 'Sale / Delivery Order' and / or stoppage of further business dealing in addition to legal action. In case the buyers remove any material not covered by the order/ description, the company shall be entitled to summarily terminate the contract and forfeit the security deposit and such other amounts that may be lying with SAIL/ DSP without prejudice to other rights. This shall supplement clause 33.1 of SAIL-FA1.
19. 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.

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.

SAIL GTC-SA: 2017

General Terms & Conditions for Sale and Auction **from Plants / Units of SAIL**

1.0 Definitions:

A reference herein to different expressions / abbreviation used shall mean the following:

1.1 “SAIL” shall mean “M/s Steel Authority of India Ltd.,” incorporated under the Companies Act, 1956 and having their registered office at Ispat Bhawan, Lodhi Road, New Delhi – 110003, India and their plant / unit, which term or expression unless excluded by or repugnant to the context shall include their successors and permitted assigns.

1.2 AN - Auction Notice

1.3 NIT - Notice inviting Tender

1.4 EMD – Earnest Money Deposit

1.5 DD – Demand Draft

1.6 PO – Pay Order

1.7 BC – Banker’s Cheque

1.8 RTGS – Real Time Gross Settlement (an online mode of payment)

1.9 NEFT – National Electronic Fund Transfer (an online mode of payment)

1.10 FA – Forward Auction

(This refers to an online auction conducted through the internet wherein different bidders bid simultaneously from one or more locations for buying the item(s) given in an Auction Notice. In other words, the venue for the auction is an Internet web site / platform which is assigned by the Service Provider engaged by SAIL for the purpose of online bidding)

1.11 Lot – Physical accumulation of similar or other specified materials put up for sale. Sometimes the word “LOT” is also used as an accounting unit.

1.12 SO – Sale Offer

1.13 DO – Delivery Order

1.14 SD – Security Deposit

1.15 DA – Dispatch Advice

1.16 FOT – Free on Truck / Trailer

1.17 FOR – Free on Rail

1.18 AIWIB – As is where is basis

1.19 Bidder – An individual / business entity intending to buy the item(s) from SAIL by participating in an online auction. A bidder needs to secure prior approval of SAIL for participation in an auction by fulfilling the specified requirements in an Auction Notice issued by SAIL.

1.20 Tenderer - An individual / business entity intending to buy the item(s) from SAIL by submitting their offer as per the terms & conditions of Notice inviting Tender (NIT) issued by SAIL.

- 1.21 Permanent Customer – A customer who would like to keep a specified EMD amount as decided by SAIL plant / unit to enable them to participate in all auctions or tenders for sale of material by SAIL.
- 1.22 Temporary Customer – A customer who would submit EMD separately for each lot(s) in an auction or tender to participate in that particular auction or tender for sale of material by SAIL plant / unit.
- 1.23 “The Contract” shall mean and include the following:
- ✓ *SAIL AS1: General Terms & Conditions of Sale from Plants & Units of SAIL*
 - ✓ *Auction Notice (AN) including General Rules & Regulations governing conduct of Online Forward Auction **OR** Notice inviting Tender (NIT) as applicable*
 - ✓ *Acceptance Offer / Sale Order / Offer letter issued by SAIL*
 - ✓ *Delivery Order / Release Order issued by SAIL and amendments, if any.*
 - ✓ *Any other documents issued by SAIL pertaining to the referred sale.*

2.0 Inspection of Material (for material available on ground):

- 2.1 The bidders / tenderers are advised to inspect the materials before offering their price bids. Interested parties will be permitted to inspect the materials as per dates / duration mentioned in the Auction Notice (AN) / Notice inviting Tender (NIT) as applicable. Necessary entry pass / permission can be obtained from concerned Authority at Plant / Unit.
- 2.2 The bidders / tenderers shall be deemed to have inspected the materials they are bidding for, whether they have inspected the materials or not and that the principle of ‘Caveat Emptor’ shall apply. The materials offered for sale are on “AS IS WHERE IS” (AIWIB) and “NO COMPLAINT” basis. The material will be lifted from the site of storage with all faults and errors in description or otherwise, if any. Quantity, quality, size measurement, marks and number stated in the Auction Notice (AN) / Notice inviting Tender (NIT) are approximate and merely indicative. No claim for compensation and warranty or guarantee shall be implied.
- 2.3 If the material under sale is from arising during in the process of production, it may be provided either from the stock or future arising subject to availability.

3.0 Earnest Money Deposit (EMD):

- 3.1 The customers shall be required to deposit a non-interest bearing EMD for the amount prescribed in auction notice / tender document.
- 3.2 It will not be possible to adjust earnest money from any other sum of money due from the plant / unit, on account of pending bill, security deposit or earnest money paid towards another auction / tender.

3.3 Public Sector Undertakings / Govt. Departments may be exempted from submission of earnest money as per prevailing SAIL / Govt. policy.

3.4 EMD will be returned to the unsuccessful temporary bidders / tenderers within seven working days of finalization of H-1 bidder / tenderer. No interest shall accrue on the amount of Earnest Money Deposit.

3.5 It must be ensured that the earnest money deposit is not less than the amount required against each lot / item / auction event, as indicated in Auction Notice (AN) / Notice inviting Tender (NIT). In case the earnest money is found to be less than the total amount required against total offered lots / items, the bidder / tenderer shall confirm the lots / items for which he intends to participate. The bidder / tenderer shall not be allowed to participate in the absence of such confirmation.

4.0 Submission of requisite documents (Participation in tender or auction):

4.1 Participation of a bidder / tenderer shall be based on submission of requisite documents as per the Auction Notice (AN) / Notice inviting Tender (NIT) to the satisfaction of SAIL.

4.2 In case of online forward auctions, the intending customers need to duly sign and stamp each page of:

- ✓ Auction Notice (AN)
- ✓ SAIL AS1: General Terms & Conditions of Sale from Plants/Units of SAIL
- ✓ General Rules & Regulations governing conduct of Forward Auction
- ✓ Definition of key terms,
- ✓ Letter of interest cum undertaking

The intending customers shall submit them to the Service Provider or to the designated branch sales offices of SAIL plant/unit as specified in the Auction Notice along with the proof of online (RTGS/NEFT) remittance of requisite amount of EMD to the SAIL plant/unit as stated in the Auction Notice. Thereupon, the Service Provider will issue a user ID and a password to the customer.

Bidders are also requested to change the passwords 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.

4.3 Before actual participation, the customers should obtain necessary training from the Service Provider so as to enable them to participate in the online forward auction process, without any difficulty.

4.4 In case of tenders, the intending customers need to sign and stamp each and every page of the tender documents, terms and conditions of sale, schedule etc. forming part of the terms as token of acceptance thereof. Offers are to be submitted in the prescribed form / format as detailed in the Notice inviting Tender (NIT). The signature on the tender documents shall be deemed to be acceptance of all terms & conditions of sale & schedule and other documents forming parts of the tender. *Tender without earnest money deposit will be summarily rejected.*

4.5 Any bidder / tenderer giving false information / particulars may be debarred from any future dealings with SAIL as per prevailing procedures of Plants/Units and EMD shall be forfeited rejecting the bids, if already submitted.

4.6 The bidder / tenderer shall not be liable to claim any costs, charges, expenses of and incidental to or occurred by him through or in connection with his submission of bids / offers.

4.7 Joint participation in bidding / tender by two or more firms shall not be accepted.

4.8 Each intending bidder / tenderer shall submit his declaration as to whether the proprietor or any partner of the firm or Director of their Company, as the case may be, has any relation with any employee working in SAIL; and if so, give the name of the employee and the relationship. Information shall also be provided whether any of them has a relationship within the meaning of Section – 6 of the Companies Act 1956 with any of the Directors of SAIL; if so, give details.

5.0 Submission of Price-bids:

Bidders / tenderers shall submit price-bids in online auction / tender strictly in line with the terms & conditions given in the Auction Notice (AN) / Notice inviting Tender (NIT). The price-bids shall be legally binding on the bidders / tenderers. In case of tender, price indicated by a tenderer in words shall override the price quoted in figures in case there is any mismatch between the two.

6.0 Award of Contract:

Online auction will normally be conducted in a single winner format and only one bidder who puts the highest price bid will normally be awarded the item subject to approval of the H-1 price by the Competent Authority. Similarly, in case of tender, the tenderer who quotes the highest price will normally be awarded the item subject to approval of H-1 price by the Competent Authority. However, in exceptional situations of a tie, decision of SAIL shall be final and binding on all customers.

7.0 Validity of bids:

The price bid / quoted by a bidder / tenderer should remain valid for acceptance by SAIL within the specified number of days from the date of conduct of auction / price-discovery as stipulated in the Auction Notice (AN) / Notice inviting Tender (NIT).

8.0 Withdrawal of Offers:

Bidders / tenderers must be very careful to submit bids / offers. After submitting bids / offers, they shall not withdraw their bids / offers or modify any terms and conditions thereof, without being asked to do so. Should the bidders / tenderers fail to observe the foregoing stipulation, their earnest money deposit shall be forfeited.

9.0 Acceptance / rejection of bids/offers:

9.1 SAIL reserves the right to re-schedule the date for online auction / opening of price bids at its sole discretion.

9.2 SAIL reserves the right to accept or reject any or all the bids / offers and this decision shall be final. Conditional bids / offers will not be considered.

9.3 *SAIL also reserves the right to call the H-1 bidder / tenderer for negotiation post price-discovery either through online auction or by opening sealed price-bids if there is a view that the H-1 price submitted/offered by the H-1 bidder is not reflective of the prevailing market rate for similar items/lots.*

10.0 Sale Offer (SO):

10.1 The successful bidder shall be notified by SAIL through a "Sale Offer" as an acceptance of price-bid. Such sale offer letter will indicate relevant details viz. description of goods, quantity, accepted rates, sale value along with break-up of various taxes & duties applicable on date, amount of Security Deposit (if applicable) to be submitted, etc. Sale offer letter shall mention clear timelines for depositing the value of goods, security deposit (if applicable) and completing other commercial formalities.

- 10.2 *The sale offer letter will be e-mailed / faxed / dispatched to the customer or handed over to the authorized representative of customer. Sale offer letter may also be downloaded by a Customer from an internet portal, if available and specified by SAIL, by using his Log-in and Password.*

11.0 Payment of Security Deposit / Sale Value:

- 11.1 The customer shall pay the security deposit and the amount against value of materials including taxes & duties applicable within the stipulated time as per details indicated in the Acceptance of offer / Sale order / Offer letter well.
- 11.2 The customer shall make full payment of security deposit within the stipulated time as per Sale Offer (SO) letter issued by SAIL. There shall be no adjustment of EMD for the purpose of payment of Security Deposit (SD).
- 11.3 In the event of failure on the part of temporary customer to make full payment of security deposit as per Sale Offer (SO) letter, SAIL shall cancel the Sale Offer (SO) letter and forfeit the EMD without issuing any prior notice to the customer or assigning any reason thereof. In the event of failure on the part of permanent customer to make full payment of security deposit as per Sale Offer (SO) letter, an amount equal and in addition to security deposit shall be payable as default fee.
- 11.4 The customer will make full payment of sale value of the material within the stipulated time in the Sale Offer (SO) letter. For making full payment of sale value to SAIL, a customer may be allowed extension of time, maximum up to 2 (two) weeks, if specified in the Auction Notice (AN) / Notice inviting Tender (NIT). However, in such cases, an additional percentage amount per week or part thereof shall be payable by the customer over and above the original amount. The period of delay on any remaining amount due for payment by the customer, will be reckoned from the original date of payment. A customer shall have no claim for such time extension if such a provision is not specified in the Auction Notice (AN) / Notice inviting Tender (NIT).
- 11.5 EMD of the temporary customer shall be adjusted with the last instalment of Sale Value.
- 11.6 In the event of failure on the part of any customer to make full payment towards Sale Value of materials, suitable action as deemed fit shall be taken by SAIL plant / unit. Based on merit of the case, SAIL at its sole option may provide another time extension of maximum one week to the customer for which a further additional percentage amount would be payable by the customer over and above the amount already due for payment to SAIL. SAIL shall summarily cancel the Sale Offer (SO) letter and forfeiting the EMD & SD in case of non-payment within the extended time.
- 11.7 The refund of Security deposit is subject to the satisfactory execution of the sale contract. The security deposit will be refunded within 15 days of completion of lifting and claim by the party.

12.0 Mode of Payment: Unless specified otherwise all the payments to SAIL whether against EMD and / or Security Deposit (SD) and / or value of materials as advance, shall be made in any of the following forms:

- ✓ Online remittance through RTGS / NEFT to the specified Bank A/c of SAIL
- ✓ Demand Draft (DD)
- ✓ Pay Order (PO)
- ✓ Banker's Cheque (BC)
- ✓ *Cheque* from the Customer on a Nationalized / Scheduled bank drawn in favour of "SAIL, concerned Plant / Unit" payable at concerned Plant / Unit branch as mentioned in the auction notice / tender document.*

*(*This facility can be extended at the option of SAIL and cannot be claimed by a participating customer. The intending customers therefore in their own interest shall check their eligibility from SAIL before submitting their own cheque towards any payment.)*

Payment will not be accepted in cash. Electronic mode of payment is allowed.

13.0 Release Order / Delivery Order:

On receipt of full payment from the customer, SAIL will issue a "Release Order / Delivery Order" indicating the last dates within which the goods have to be removed, to enable the customer to take delivery of the goods. *The "Release Order / Delivery Order" will be e-mailed / faxed / dispatched to the customer or handed over to the authorized representative of customer with due verification.* The customers in their own interest, therefore, must intimate SAIL their mail-ID / fax no. / postal address which is valid & in working condition. *If available, Release Order / Delivery Order may also be downloaded by a Customer from an internet portal specified by SAIL by using his Log-in and Password.*

14.0 Re-sale:

Re-sale will not be recognized by SAIL. Acceptance of offers / Sale orders / Offer letters and Release orders / Delivery orders will be made out only in the name of customer.

15.0 Taxes and Duties:

- 15.1 All taxes and duties whether local, state, central or any other shall be payable by the customer 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 wish to avail of concessional rate of Sales Tax as may be applicable as per statute, then the customer shall have to produce declaration in statutory forms as per rules to avail concessional rate of Sales Tax. Otherwise sales tax at full rate will be charged.

- 15.2 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.
- 15.3 The penalty imposed by the Excise authorities for non-observance of Excise procedure by the customer shall be borne by the customer.

16.0 Delivery:

- 16.1 The goods sold will have to be removed by the customer from the site within the date specified in the release order / delivery order. The delivery of the materials will be effected 'in situ' and as per the actual quantity lifted by the customer, Dispatch Advice (DA) will be issued by the SAIL plant/unit for removal of materials from the site.
- 16.2 Delivery of materials will be made during working hours on all working days on presentation of the release order / delivery order by the customer to the concerned officer in-charge, who may suspend the release order / delivery order for a particular period of time for want of any clarification or other technical / operational reasons.
- 16.3 The customer will make their own arrangement for collection / removal and transportation of items / lots purchased and will not be entitled to claim any facilities or assistance for the transport / removal of the goods / lots from the plant / unit premises.
- 16.4 Subject to availability, SAIL may extend, at its discretion, certain facilities such as cranes etc. on chargeable basis to customer for handling the lot(s).
- 16.5 No picking, sorting, cutting, cleaning or breaking up of goods or materials sold will be permitted except in certain special circumstances where prior permissions have been accorded by the management in writing. Such permission will only be accorded on the quantity for which payment has been made.
- 16.6 Where the material will be sold on 'FOT' basis, the material will be loaded by the company, if required by the use of crane, into trucks to be brought by the customer.
- 16.7 Delivery through proxy will be at the sole risk and responsibility of the customer and no claim shall lie against SAIL on this account, whatsoever, if delivery is effected to wrong persons.
- 16.8 Where goods are sold by weight, delivery will be given on actual weighment. The weight of the empty and full truck / trailer / wagon will be taken on the weighbridge installed in the SAIL Plant / Unit (or in any of the designated weighbridge at the discretion of concerned SAIL Plant / Unit) and the net weight so recorded shall be acceptable and binding on the customer. Complaints regarding the difference in scale weight will not be entertained.

- 16.9 The customer shall arrange for bailing the loose goods into compact units wherever necessary for facilitating weighment and safe transportation. The customer shall not lift or remove any material, which is not conforming to the Release Order / Delivery Order. The customer shall remove the goods / lots only from the area earmarked / specified in the Release Order / Delivery Order and SAIL's decision shall be final and binding on the customer in this regard.
- 16.10 Customer should get acquainted with system and procedure of loading, weighment and dispatch of materials. They should also get conversant with approved route to be followed by trucks / trailers inside the plant.
- 16.11 All loading by customer must only be done in presence of authorized representative of department and plant / unit security personnel.

17.0 Extension of delivery date:

- 17.1 In case, the customer fails to effect complete removal of goods from SAIL premises within the period mentioned in the Release Order / Delivery Order, SAIL, on consideration of the merit of the case and payment of ground rent charges, as applicable, may allow suitable extension of delivery period as per special terms & conditions of the concerned Plant / Unit.
- 17.2 Post Release Order / Delivery Order issued by SAIL, if lot(s) could not be delivered to the customer within the stipulated time, due to reasons attributable to SAIL, the date for removal of the goods may be re-fixed by SAIL without payment of ground rent charges by the customer. Alternatively, SAIL may cancel the Sale Offer (SO) letter without any financial implication.

18.0 Shortage of goods:

- 18.1 In certain cases when "LOT" is used as accounting unit of sale for the physical Lot(s), any reference to the quantity, quality, size, measurement number and weight against the physical Lot(s) given in the Auction Notice (AN) / Notice inviting Tender (NIT) shall be indicative only and the customer shall have no claim against SAIL for refund of whole or any part of the customer's money or for loss of profit, interest, damage or otherwise. SAIL reserves the right to restrict the delivery of such physical Lot(s) only to the estimated weight or number as indicated in the Auction Notice (AN) / Notice inviting Tender (NIT) and there shall be no claim on the excess material.
- 18.2 In some special cases when physical Lot(s) given in the Auction Notice (AN) / Notice inviting Tender (NIT) are sold by SAIL on arising basis by weight or number, directly from a Shop / Dept., the customer shall be entitled to make a claim for the proportionate refund to the sale value of the undelivered quantity in case SAIL fails to deliver the requisite quantity within the time schedule stipulated in the Sale Offer (SO) letter.

18.3 In all other cases when physical Lot(s) given in the Auction Notice (AN) / Notice inviting Tender (NIT) are sold by SAIL by weight or number, the customer shall be entitled to make a claim for the proportionate refund to the sale value of the undelivered quantity in case delivery of whole or a portion of the goods is not effected by SAIL for any reason. In such cases, however, request made by the customer for refund shall be processed by SAIL after due examination of case and the customer shall not be entitled to claim any damages, loss, profit, interest or compensation on any account due to such short delivery.

18.4 SAIL reserves the right to reject any request for refund if:

- a) Such request is not made immediately to SAIL within one month of completion of delivery as per Delivery Order / Release Order.
- b) The customer violates any contractual provisions while lifting of the material e.g. picking, sorting, cutting, cleaning or breaking up of goods or materials sold when the same is not permitted /specified in the Delivery Order / Release Order.
- c) There is any instance of unauthorized / wrongful removal of goods or breach of safety / security rules or misuse of Admit / Area / Gate passes by the customer.

19.0 Withdrawal of goods from sale:

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

19.2 SAIL reserves the right to dispose-off any item by any other means even after inviting bids / offers for sale of such materials by auction / tender.

20.0 Abandoned goods:

20.1 The customer must effect complete removal of the goods from the site within the date specified in the release order / delivery order or as per time extension issued by SAIL. In case goods are not removed in full to the satisfaction of SAIL within the stipulated time, release order / delivery order for the left over quantity will be treated as cancelled. The goods so left over may be treated as abandoned goods at the risk and cost of the customer.

20.2 SAIL 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 Security Deposit (SD) will also be forfeited. Penal action shall be taken as per special terms & conditions. The customer shall further be held liable for all

commission and other charges and losses suffered by SAIL, which may be recovered from the Security deposit or any other sum due to the customer.

21.0 Quantity Tolerance:

In the event, goods are found in excess of the quantity specified in the release order / delivery order, SAIL may at its sole discretion offer the surplus quantity to the customer on the same rate, terms and conditions. The customer will be allowed to deposit the cost only after an amendment to that effect has been issued by SAIL. SAIL also has the right either to adjust the additional sale value from the Security Deposit or demand the customer to remit the additional amount due and obtain a valid receipt before removing the excess quantity.

22.0 Recovery of due:

In exceptional circumstances, based on merit of case and recorded reasons, SAIL may appropriate any sum of money due and payable to the customer including security deposit (returnable to him under any Sale Contract of SAIL) and/or adjust against any claim / dues recoverable from the customer arising out of or under any other contract auction / tender made by customer with SAIL or any unit of SAIL.

23.0 Payment of Interest:

23.1 No interest shall be payable against any deposit whatsoever whether the same is as EMD or Security Deposit or Advance value of materials, regardless of whether the contract is wholly or partially executed or remain unexecuted.

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

24.0 Damage to plant / unit properties:

The customer shall be fully responsible for any loss / damage that may be caused to the premises, equipment, machinery, and other installations of that plant / unit in the course of removing the lot / lots bought by him, and the customer is fully liable to reimburse to SAIL the cost of such damages. SAIL fully reserves the right to recover the cost of such damages including recovery from any sum due to the customer.

25.0 Entry passes to plant / unit:

25.1 Admit passes / Area passes / Gate passes / Permission in case of Central Marketing Organisation (CMO) will be issued only to the authorized representative of the customer and equipment / handling machinery to be used by the customer by the DIG, CISF / Competent authority of respective plant / unit, on the recommendation of the officer-in-charge, concerned department. The customer and their workers following shortest official route should go to the authorised place of their work. Free movement of customer

and their handling machinery like trucks, cranes etc., and their workers on the strength of the admit pass / area pass / gate pass / permission in case of CMO issued for particular area / place is against security act. Customers are advised to enforce this requirement strictly and restrict their movement to the place / area specified in the admit passes / area passes / gate passes / permission in case of CMO. Strict observance of precautions under the Public Security Act may please be noted and also notified to the staff of the customer and workers. In case of necessity to proceed to an area, other than the one noted in the admit passes / area passes / gate passes / permission in case of CMO, it is invariably necessary to get new area added in the admit passes / area passes / gate passes / permission in case of CMO by the officer of the issue. The equipment / handling machinery will be taken out of SAIL premises by the customer or their representative at his cost either on expiry of Admit / Area / Gate passes / permission in case of CMO or completion of work whichever is earlier. These equipment / handling machinery should not be used for any other purpose except as mentioned in the Admit / Area / Gate passes / Permission in case of CMO for the same. Any breach in the enforcement of safe custody and improper use of the passes / permission in case of CMO would entail termination of the sale at any stage at the risk and cost of the customer.

- 25.2 In case the customer or his representative is found involved in any unlawful activity and unauthorized or wrongful removal of materials not sold or in case of any attempt for such removal, this shall amount to breach of contract and SAIL shall be entitled to cancel the contract and forfeit the entire Security Deposit. They shall be further liable for all the losses that might be caused to SAIL on account of such unlawful activity and unauthorized / wrongful removal. In such cases SAIL may initiate proceedings for banning of business dealing with such customer as per procedure prevailing in the Plant / Unit.

26.0 Compliance of Labour Laws and Safety Rules:

- 26.1 During the contract period the customer's workers deputed within the plant / unit premises, will be governed by the labour laws and rules, Factory Act and rules and SAIL Plant / Unit's Security rules and safety rules as applicable and it shall be the responsibility of the customer to ensure that the statutory provisions are complied with fully.
- 26.2 The customer shall provide and ensure proper use of safety appliances by his personnel. He shall be liable for any damages or compensation payable in respect of or in consequence of any accident or injury to any of the personnel employed by the customer or his sub-contractor. The customer shall at all times indemnify SAIL against all claims, or compensation under the provision of Workman's Compensation Act, 1923 or any other law for the time being in force.

- 26.3 Customer shall take full responsibility and include in his price-bids all costs of ensuring compliance of the safety norms right from the initial stage as well as providing safe working conditions to his workmen and / or any other persons employed by him at site i.e. either inside the plant / unit or outside SAIL's premises within the quoted price. He shall also ensure that the safety and health of the employees, plant / unit and any other property of the company, as well as other contractors working in the vicinity are not affected by his activities. He will also ensure that all equipment and other materials / supply etc. brought by him at site i.e. either inside the plant / unit or outside SAIL's premises as per the terms of the contract are safe to the workmen in accordance with the relevant Act (including its latest amendments).
- 26.4 SAIL has to be indemnified against any accident / injury to the workmen deployed by customer or engaged by SAIL and damage to plant / unit & machinery that may occur in course of loading of materials and customer shall provide safety appliances as required to the workforce at his cost.
- 26.5 Safety Appliances, Training, Precautions: The customer shall supply all types of safety appliances and maintain the same in good working conditions. The customer shall appraise the site personnel in regard to various risk and hazards associated with their job. In addition, customer shall also include safety consciousness amongst his personnel and provide necessary training.
- 26.6 The customer shall take full responsibility for accidents caused due to his / her or his agent's or employee's negligence or carelessness in regard to observance of the safety requirement and pay compensation for injuries / loss of life as per statutory rules promptly.
- 26.7 The customer shall be fully responsible for the safety of his workmen and employees. The customer shall follow all instructions and direction that the Safety Engineering Department of the concerned Plant / Unit may issue from time to time in regard to safety measures and shall be responsible for reporting without delay all accidents, however and where ever occurring in the works to the Safety Engineering Department of the concerned Plant / Unit. The customer shall also assist the said department in regard to the enquiry and implementation of safety measures.
- 26.8 The customer must abide by the security as well as Safety / Fire rules of the Company as may be advised by the competent authority of SAIL plant/unit from time to time.

27.0 Violation of Safety requirements:

- 27.1 In the event of violation of safety requirements, company may direct stoppage of work and direct the customer to remedy the defects or supply the facility / equipment as the case may be. The customer shall not proceed with the work until he has complied with such directions to the satisfactions of the

Concerned Authority / Safety Dept. The above provisions are also without prejudice to any other right that the company may have against the customer for contribution or any other action including recovery of any damage that may be caused to or suffered by the company either under relevant statute or any other law of India as may be applicable, in the facts and circumstances of an individual case in the event of any injury to any person who may be either an employee of the company or a contract labour or any other person within the premises of the company's factory / mines for any act of omission by or on behalf of the customer in relation to the discharge of obligation for the customer under the contract.

- 27.2 Where applicable and loading / dismantling / processing of the lot is allowed, the customer shall be responsible for security / safety of the workmen like the lifters, labourers, drivers of trucks, loaders etc., engaged by him, for which customer shall have to observe all safety rules inside the company premises and Plant / Unit shall in accordance with this condition accepted by customer, stand indemnified against any accident / injury to the workmen deployed by him, that may occur in course of processing, dismantling, handling, loading, transportation etc. of the material. Customer shall provide safety appliances to the workforce at his cost.

28.0 Third party insurance / Indemnity Bond:

- 28.1 It shall be the responsibility of the customer for arranging necessary insurance under the Indian Workmen's Compensation Act, Third Party Liability Insurance or any other insurance in accordance with the relevant laws and regulations, at his own cost.
- 28.2 SAIL shall not be responsible for any damage to the trucks / trailers / other handling equipment etc. suffered by the customer while executing the contract. The customer in his own interest shall obtain suitable and sufficient cover from underwriters and no claim / correspondence on this account shall be entertained by SAIL.
- 28.3 The customer shall conform in all respects with the provisions of any statute, ordinance or laws and the rules, regulations, bye-laws of any local or other duly constituted authority which may be applicable in carrying out the contract. The customer shall assume responsibility for and shall indemnify and save SAIL of all liabilities, claims, costs, expenses, attorney's fees and Court costs which are or may be required with respect to any breach of any such statute, ordinance, law, rules, regulations or for which the customer has assumed responsibility under the contract.
- 28.4 The customer must take a third party insurance covering losses / damage to premises, equipment, machinery and other installation of the SAIL Plant / Unit, wherever applicable, as well as any accidents / deaths of either the SAIL Plant / Unit employees or to the customer's workmen. The sum insured / indemnified will depend on cost of equipment, machinery and other installations at the site wherefrom material is to be lifted and / or after

dismantling etc. wherever applicable, the number of employees etc. and will be specified in the acceptance of offer / sale order.

29.0 Communication:

29.1 All important communication with customer shall be through e-mail / / faxes / post / courier as feasible. If available, a letter of communication may also be downloaded by the customer from an internet portal specified by SAIL by using his Log-in and Password. The customers in their own interest, therefore, must intimate SAIL their e-mail ID / fax no. / postal address which is valid & in working condition.

29.2 SAIL plant/unit may post the hard copies of such communication to the given postal address of customer. However, any postal delays in receiving a letter from SAIL shall not be a basis to seek any waiver of delay in payment or action by the customer.

30.0 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 disfavour to any person shall be resulting into the cancellation of this contract.

31.0 Death, Bankruptcy etc.:

If the customer shall die, dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed on his business or any assets thereof or compound with his creditors, or being a corporation commence to be wound up not being a members' voluntary winding up for the purpose of amalgamation or reconstructions, or carry on its business under a receiver for the benefits of its creditors or any of them, the legal successor shall intimate SAIL in writing of such happening within one week from the date of such event and SAIL shall be at liberty to cancel or terminate the contract of sale forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the customer or to the receiver, liquidator or any person, in whom the contract may become vested or to give such receiver, liquidator or other person the option of carrying out the contract of sale subject to his providing a guarantee for the due and faithful performance of the contract of sale.

32.0 Conciliation:

All questions, claims, disputes and or differences of any kind whatsoever arising out of or in connection with or concerning a Sale Contract, at any time, whether before or after determination of the contract, shall be

referred by the parties hereto for Conciliation before a Conciliatory Forum / Body:

The Conciliatory Forum / Body will be composed of the following members:

- ✓ Nominee of the Steel Plant / Unit – Independent of officer handling the contract. (to be nominated by the head of the concerned department)
- ✓ Nominee of the Contractor / Customer

The parties in dispute would place their facts in writing before the Body / Forum and the process of conciliation would be completed within the period of three months from the date of reference to the Conciliatory Forum / Body.

On failure of the conciliation, the aforesaid questions, claims, disputes and or differences shall be referred by the parties here to for the decision by a Sole Arbitrator to be appointed as herein after mentioned.

33.0 Arbitration:

Matters in question, claims, dispute and or difference in respect of the contract to be submitted to arbitration as aforesaid shall be referred for decision to a Sole Arbitrator to be appointed by CE of Steel Plant / Head of unit, (SAIL). Before appointing the Sole Arbitrator, CE of Steel Plant / Head of unit, (SAIL) shall nominate three names out of which the contractor / customer shall give his consent for one of them for appointment as Sole Arbitrator, failing which after 30 days of the issuance of the letter informing three names CE of Steel Plant / Head of unit, (SAIL) shall have the power to appoint one of the three notified persons as the Sole Arbitrator.

In case the designation of the Chief Executive of Steel Plant / Unit (SAIL) is changed or his office abolished, the officer who for the time being is entrusted with the functions of the Chief Executive of Steel Plant / Unit (SAIL), by whatever 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 arbitration proceedings, without any delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality provided that the mere fact that such Sole Arbitrator is an employee of SAIL or its subsidiary shall not be regarded as such circumstances. 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. Any arbitrator having personal interest in the case at the time of his appointment and at any time subsequently

thereafter must withdraw from his office himself and the parties shall also have the right to ask him to do so. The venue of arbitration shall be _____ (for domestic tenders, the place where Plant / Unit is located; and for global tenders Delhi).

Procedure for conduct of the arbitration proceeding shall be decided by the arbitrator, in consultation with the parties before proceeding with reference. The arbitrator may hold preparatory meeting(s) for this purpose. In the preparatory meeting(s) as aforesaid, the arbitrator/s as the case may be in consultation with the parties shall also determine the manner of taking evidence, the summoning of expert evidence, and all such matters as are necessary for the expeditious disposal of the arbitration proceedings.

The provision 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 and when such modifications / amendments to the Act / Rules are carried out.

Work under the contract shall be continued by the contractor / customer, under the contract, during the arbitration proceedings and recourse to arbitration shall not be a bar to continuance for the work unless otherwise directed in writing by the Plant / Unit.

34.0 Legal Jurisdiction:

All suits and legal proceedings by or against SAIL Plant / Unit in any matter arising out of the sale of materials shall be subjected to the exclusive jurisdiction of the court closest to the individual Plant / Unit of SAIL and will be governed in accordance with the laws of India.

35.0 Force Majeure conditions:

- 35.1 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 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.

35.2 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-

- ✓ the date of occurrence(s) of Force Majeure disability; and
- ✓ a certificate from the appropriate Statutory Authority and / or Chamber of Commerce of the concerned state certifying the fact and nature of the Force Majeure condition during the relevant period.

36.0 Contract closing:

The customer shall ensure removal of workmen, tools, tackles etc. on completion / expiry of the contract at his cost immediately thereafter wherever applicable.

37.0 In case there are Special Terms & Conditions attached to any Auction Notice (AN) or Notice inviting Tender (NIT), the Special Terms & Conditions will have overriding effect over SAIL GTC-SA-2017.