



## SYNOPSIS OF THE CATALOGUE

FA Number	<b>MKTG/FA/CARBON BLOCK/20-21/ (34002517)</b>	Reference
FA Date	<b>03-07-2020</b>	Auction website – <a href="http://www.metaljunction.com">www.metaljunction.com</a>
Auction Start Time	<b>14.00 Hours</b>	
Item Description	<b>USED, REJECTED, SCRAP CARBON BLOCK</b>	Annexure-A
Quantity & No. of Lots	<b>500 MT in 5 Lots</b>	Annexure-A
EMD Amount & Last date of Submission	EMD is <b>Rs.100, 000/-</b> for all the items for one time participation. Last Date for Submission of LOI along with EMD Deposit Details is <b>up to 05.00 PM on 02-07-2020</b> <b>*Please check new bank account detail for EMD submission which is available in “Profile” after the customer logs into <a href="http://www.metaljunction.com">www.metaljunction.com</a> website using the user id and password.</b>	Annexure-E * Clause-16
Bidding Basis	Basic Price to be quoted in Rs./ MT(Taxes & duties extra)	Annexure-E Clause-4(b)
Taxes & Duties	<b>“GST &amp; OTHER CHARGES AS APPLICABLE”</b>	
Validity of Price Bid	30 days from the date of opening of tender	Annexure-E Clause-10
Security Deposit	Security Deposit will be 5% of the total sale value. EMD will be adjusted towards SD.	Annexure-E Clause-4(a)
Payment Date/Schedule	Seven working days from the day following the date of Issue of Sale Order.	Annexure-E Clause-4(a)
Penalty For Late Payment	In case of delayed payment, further 3 working days time with 1% penalty in proportion to the number of days delayed. In other words if a customer makes payment on the 8 <sup>th</sup> working day from the date of SO, he shall be charged with a penalty of 1/3% and on the 9 <sup>th</sup> day he shall be charged a penalty 2/3% and on the 10 <sup>th</sup> day shall be charged a penalty of 1%.	
Payment in Installment(s)	Single Installment.	
Delivery Time	<b>For all items, the delivery time is 30 working days from the day following the date of sale Order.</b>	Annexure-E Clause-5(b)
Penalty For Late Payment	In case of delayed payment, further 3 working days time with 1% penalty	Annexure-E Clause-4(b)
Ground Rent For Delay in Lifting	1% per week or part thereof	Annexure-E Clause-5(b)
Inspection Time	9.00AM to 5.00PM excluding the Holidays with prior appointment	
Special Remarks	1. All customers may kindly furnish their GST No before making payment or lifting/despaches for incorporation of GST in the invoices so that they may avail Input Tax credit wherever applicable.	
	2. PAN number to be provided by the customers, in case PAN is not available for any customer, Rs.10000/- extra shall be payable along with value of material, which will be kept as additional security and shall refunded as & when PAN is submitted by the customer.	
	3. In respect of sale through online auction process, manufacturers would have to submit the appropriate ET Declaration Forms if any. Applicability of ET and the concessions to the manufacturers would be as per prevalent rule. ET at full rate will be charged if appropriate form is not submitted. 4. Refer SAIL-FA1 Terms & Conditions hosted in SAIL’s website.	
	<b>In a step towards digitization RSP will send the Sale Orders only through email .Hence bidders are requested to maintain updated contact details/email ID in their accounts. RSP/Mjunction will not be liable for any miscommunication arising due to wrong contact details/email ID. (Annexure-F) New Terms &amp; Condition attached at end of the catalogue, please read it carefully.</b>	
Contact Persons	Mrs. Madhavi Kumar (GM I/C-Mktg) Ph: 0661-2447044 Mr. Suranjan Mallick (Mjunction, Kolkata) Ph: 83369-25957 Mr. Indranil Dutta (Mjunction, Rourkela) Ph: 75960-58556	
Submit LOI at-	<b><a href="mailto:rsploi@mjunction.in">rsploi@mjunction.in</a></b>	

Sale is governed by SAIL-FA1. For further details please log on to: [www.metaljunction.com](http://www.metaljunction.com). Visit us at [www.sailtenders.co.in](http://www.sailtenders.co.in) Please go through the terms & conditions in Annexures A to F for further details.

**MARKETING DEPARTMENT**  
**SAIL: ROURKELA STEEL PLANT**  
**NOTICE FOR E-AUCTION SALE OF SCRAP AND WASTE- BLOCKS ITEMS**

**REF.No.: MKTG/FA/CARBON BLOCK/20-21/ (34002517)**

**Date: 26-06-2020**

- 1) **USED, REJECTED, SCRAP CARBON BLOCK** as per details given in Auction Schedule (**Annexure-A**), are available for sale on "As is where is" & "No Complaints" basis through Online Auction Sale process to be held on **03-07-2020** on the Tender/ Auction platform of **MJunction Services Ltd.**
- 2) Customers intending to purchase any of the lot shall have to submit the following by **05.00 PM** on **02-07-2020** in the office of the MJunction, Rourkela Steel Plant, 4<sup>th</sup> Floor, Administrative Building, Rourkela-769011 or any of the Branch/Zonal Offices of MJunction services Ltd.

Website: www.metaljunction.com		
Location	Landline	Mobile
Bokaro	9234364358	9771475259
Bhilai	0788 2227136	9009557861
Durgapur	0343 6510185	9163348127
Burnpur	341 2240107	9163348279
Rourkela	0661-6514142	9875630811
Raigarh		7869912760
Ludhiana		9216960169
Kolkata	033-66106071	9163348254
Kolkata	033-66106314	9163348124
RSP (Ferrous)		8336939787
RSP (Scrap & Assets)		8336925957
		033-66031760-62
Auction Control Room Nos.		033-66031769-70
		033-44091764-65

- A letter of interest in the format given at "**Annexure – B**", mentioning the UTR No or Instrument No as per the mode of payment towards EMD.
- "General Rules & Regulations governing conduct of Online Tender/Auction on the Service Provider Platform" (**Annexure-C**), "Definition of Key Terms" (**Annexure-D**) and "Terms & Conditions for Sale of Materials" (**Annexure-E**), duly signed on each page.

**a) Earnest Money Deposit (EMD):** EMD shall be deposited in favour of **MJUNCTION SERVICES LIMITED**, through any of the modes as mentioned in **Annexure-E (Clause No-16)**

**b) Security Deposit (SD):** Successful bidder will have to deposit SD @ 5% of lot value excluding of all taxes & duties and other charges as applicable of all the lots awarded to him in a FA. Delivery against any lot will only be allowed thereafter. Payment of Security Deposit and the Sale Value shall be in the form of Demand Draft (DD), Pay Order (PO), Bankers Cheque (BC) drawn on any Scheduled bank at their Rourkela Branch in favour of **Steel Authority of India Ltd., Rourkela Steel Plant**. Payment by Cash, Cheque, CDR or in any other form will not be accepted.

- 3) ***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.*** The individual customer has to submit the required EMD and documents stated above, to enable them to participate in the dynamic auctioning process of the items / lots of their choice to be conducted in the Website [http://auction.metaljunction.in]. Before actual participation, the bidders may obtain necessary help from the Service provider so as to enable themselves to participate in the Online Auction process without any difficulty.

Signature of Bidder

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SAIL: ROURKELA STEEL PLANT**

- 4) a) **Delivery against multiple lots** : To cite an example, if a customer is allotted 5 lots in a particular FA where quoted value is say Rs 35 Lakhs, the Purchaser will have to deposit balance Rs 75000/- towards SD in addition to 1,00, 000/- already deposited by him towards EMD. Delivery of any lot will be permitted only after full SD amount is deposited (say Rs. 1,75,000/- in the above case).
- b) Forfeiture of SD in case of multiple lots : In case the customer wants to leave any of the 5 lots awarded to him, 5% of the quoted lot value will be deducted out of Rs 1,75,000/- deposited by the purchaser & they will be additionally debarred from participating in the subsequent FAs for a period of 1 month. In other words, in the event of failure on part of the successful bidder to pay the entire balance amount including duties & taxes against each lot within specified period, the Sale order will be cancelled and 5% of the quoted value will be and the party will additionally be debarred from participating in further FAs for a period of 1 month without any prior notice to the bidder.
- c) Payment of EMD by Cash, Cheque, CDR or any other form shall not be accepted.
- d) No Interest shall be payable on Earnest Money Deposit (EMD) amount.
- 5) **Taxes and Duties**
- The Bidders must note that the bids are on Rupees per ton basis exclusive of GST and other charges.
- 5.1 All taxes and duties whether local, state, central or any other shall be payable by the customer in full in addition to the sale value as applicable for each item at the prevailing rates as on the date of delivery. For all purposes, the date of invoice shall be deemed to be date of delivery.
- 5.1.1 In the event of dispute in regard to Taxes & Duties authorities levying additional charges for any reasons whatsoever, such duty / charge shall be payable by the customer.
- 5.1.2 The penalty imposed by the Tax authorities for non-observance of any procedure by the Customer shall be borne by the customer.
- 5.1.3 For all the purpose the date of despatch advice will be deemed to be the date of delivery in case of road delivery.
- 5.1.4 Balance amount will be refunded / adjusted by Finance Deptt. on receipt of Delivery Completion Report / Refund Advice. The EMD amount may be adjusted for the deposit of the cost of materials.
- 5.2 Charge of GST & other charges as per statute / existing law.
- 6) Final Bids given by the successful bidders in the Online Auction process shall be kept **valid for 30 days** from the date of auction for acceptance by the Management.
- 7) Management reserves the right to accept or reject any or all the bids or to apportion the materials in any manner deemed fit and this decision shall be final.
- 8) In case where the bids given by the bidders in online auction process are not acceptable, the EMD for the one-time participants shall be refunded within 10 (Ten) days.
- 9) **Letter of Acceptance / Sale Order (S.O.)** will be issued to the successful bidders whose bids are acceptable to the Management.
- 10) **Payment Terms will be as per Clause 4 of Annexure-E.**
- 11) Release Orders / Delivery Orders (D.O.) will be issued on receipt of **100% of lot value** including duties, taxes & levies as applicable in addition to 5% SD.
- 12) **Payment terms, Penalty** for delayed payment, Issue of **release orders / delivery Orders, Lifting** of materials from the yard, **Ground Rent, Forfeiture** etc. shall be governed by the **“General Terms & Condition of Sale of Materials” (Annexure-E).**

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- 13) Successful bidders will have to make arrangements to take delivery of the entire materials from the lot site on “As is where is” and “No complaint” basis **within 30 working days** from the date following the date of sale order. For details, clause 5, 11 & 12 of the General Terms and Conditions of Sale of Materials (Annexure-E) may be referred.
- 14) If for any reasons beyond the control of the SAIL, RSP all the materials offered through the online Auction process or part thereof **cannot be delivered**, the liability of SAIL, RSP will be limited only to the extent of **refund of the proportionate amount** paid by the Purchaser as applicable, for the quantity not delivered.
- 15) Potential Bidders shall be allowed to inspect the materials / lots at Disposal yard during working hours from **9.00AM to 5.00PM** excluding the Holidays with prior appointment.
- 16) In respect of sale through online tender / auction process, manufacturers would have to submit the appropriate ET Declaration Forms. Applicability of ET and the concessions to the actual users or traders would be as per prevalent rule. **Tax at full rate will be charged if appropriate form is not submitted.**
- 17) **Unsolicited Offers**  
Bidders must be very careful to submit a bonafide bid and after submitting a bid he shall not resale from his offer or modify any terms & conditions thereof without being asked to do so. Should the tenderers fail to observe the foregoing stipulations the EMD will be forfeited and the revised offer of the tenderer will also be rejected.
- 22) **Service provider” retains the right to cancel or reschedule the auction, with the approval of the Competent Authority of the Client, on any of the following reasons:**

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

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

Or

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

Or

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

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

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

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

**The best price communicated by the bidder will have to be authenticated by written confirmation or fax to the “Service Provider” and will be kept confidential between the “Service Provider” and the bidder. Bidder will be bound by the price offered. The Fax is to be sent to Tender/Auction Controller at Kolkata at the no: 033-22883536.**

- 23) **Submission of Bids in the Online Tender Sale/ Forward Auction will mean that the bidder has gone through the terms & conditions and the same are accepted in totality.**
- 24) a) ALL CUSTOMERS ARE FREE TO PARTICIPATE FOR ALL THE LOTS.  
b) THEREAFTER, TENDER COMMITTEE WILL EXAMINE WHETHER H-1 PRICE IS ACCEPTABLE OR NOT.

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

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**Sub: Sale of CDY Scrap through ONLINE FORWARD AUCTION**

**REF.No.: MKT/CARBONBLOCK/20-21 ( 34002517 )**

**Date: 26.06.2020**

1. The following materials are available for sale through Online Forward Auction to be conducted on 03.07.2020

SI No	Product Code Lot Number	S.No	Product Description Additional Info	Qty (MT)	UoM	Exc.App	Location	In st
.								No
1	10189 11034793	00001	USED, REJECTED, SCRAP CARBON BLOCK	100.000	TON		4320-Z003	01
							ZO-03-022	
		00002	GST(SGST,CGST OR IGST @ 18%) AS					
		00003	APPLICABLE + TCS 1%					
		00004	CUSTOMER OUTSIDE ODISHA MAY PARTICIPATE.					
		IGST:18%	SGST:9%	CGST:9%	TCS:0.75%			
SI No	Product Code Lot Number	S.No	Product Description Additional Info	Qty (MT)	UoM	Exc.App	Location	In st
.								No
2	10189 11034792	00001	USED, REJECTED, SCRAP CARBON BLOCK	100.000	TON		4320-Z003	01
							ZO-03-023	
		00002	GST(SGST,CGST OR IGST @ 18%) AS					
		00003	APPLICABLE + TCS 1%					
		00004	CUSTOMER OUTSIDE ODISHA MAY PARTICIPATE.					
		IGST:18%	SGST:9%	CGST:9%	TCS:0.75%			
SI No	Product Code Lot Number	S.No	Product Description Additional Info	Qty (MT)	UoM	Exc.App	Location	In st
.								No
3	10189 11034795	00001	USED, REJECTED, SCRAP CARBON BLOCK	100.000	TON		4320-Z013	01
							ZO-13-127	
		00002	GST(SGST,CGST OR IGST @ 18%) AS					
		00003	APPLICABLE + TCS 1%					
		00004	CUSTOMER OUTSIDE ODISHA MAY PARTICIPATE.					
		IGST:18%	SGST:9%	CGST:9%	TCS:0.75%			
SI No	Product Code Lot Number	S.No	Product Description Additional Info	Qty (MT)	UoM	Exc.App	Location	In st
.								No
4	10189 11034794	00001	USED, REJECTED, SCRAP CARBON BLOCK	100.000	TON		4320-Z013	01
							ZO-13-126	
		00002	GST(SGST,CGST OR IGST @ 18%) AS					
		00003	APPLICABLE + TCS 1%					
		00004	CUSTOMER OUTSIDE ODISHA MAY PARTICIPATE.					
		IGST:18%	SGST:9%	CGST:9%	TCS:0.75%			

SI No	Product Code Lot Number	S.No	Product Description Additional Info	Qty (MT)	UoM	Exc.App	Location	In st No
5	10189 11034796	00001	USED, REJECTED, SCRAP CARBON BLOCK	100.000	TON		4320-Z013 ZO-13-122	01
		00002	GST(SGST,CGST OR IGST @ 18%) AS					
		00003	APPLICABLE + TCS 1%					
		00004	CUSTOMER OUTSIDE ODISHA MAY PARTICIPATE.					
			IGST:18%      SGST:9%      CGST:9%      TCS:0.75%					

## 2. Terms & Conditions :

The bidders must quote their rate on per unit basis exclusive of GST and other charges. Price should be quoted both in words and figures.

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

(\*)Note: the quantity given against the different lots are only indicative.

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

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

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

4. The sale is on 'As is where is' & 'No complaints' basis.

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

DGM, Marketing

**MARKETING DEPARTMENT**  
**SAIL: ROURKELA STEEL PLANT**  
**ANNEXURE-B**  
**LETTER OF INTEREST**

To  
GM, (Mktg),  
SAIL, RSP

Dear Sir,

1. We \_\_\_\_\_ RSP Party Code \_\_\_\_\_ and MJ VAN \_\_\_\_\_  
are Interested in participating in the online forward auction notified vide your notice No. **MKTG/FA/CARBON BLOCK/20-21/ (34002517)Dt. 26-06-2020** to be held on **03-07-2020**

2. We are hereby submitting an EMD of Rs. \_\_\_\_\_/- Vide Ref. No. \_\_\_\_\_Dt. \_\_\_\_\_

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. Participation to E-Auction is subject to realization of EMD submitted by the customers to their respective virtual account number of Mjunction Services Limited prior to auction.**

3. We agree to abide by all the instruction contained in the above indicated online forward auction notice, "SAIL – FA1 – General Terms & Conditions Of Sale from Plants / Units of SAIL for sale through Online Auction / Forward Auction ( FA )" available on SAIL / mjunction's website and your General and special Terms & Conditions of sale of materials.
4. I / We understand that my / our bid in an e-selling event would be construed as my / our acceptance to the "SAIL – FA1 – General Terms & Conditions Of Sale from Plants / Units of SAIL for sale through Online Auction / Forward Auction ( FA )" available on SAIL / mjunction's website and the general Rules and Regulations governing conduct of online Forward Auctions ( Annexure C ). I / We understand that if our bid is accepted by the Metaljunction, and approved by SAIL, I / We are obliged to complete the transaction.
5. I / We agree that we have been provided training by Metaljunction in order to participate in Online Forward Auctions.
6. I / We request mjunction to allot User – id and Password to me / us and activate the same to participate in the above mentioned online forward auction.
7. I / we agree that I / we shall change the Password on receipt by me / us and keep it confidential. I / We agree that mjunction shall not be held responsible in any way for any losses that may be suffered by me / us as a result of disclosure of the Password to any other person by me.
8. I / We understand that my / our inability to participate in an e-selling event due to disruption of my / our internet services, or due to bandwidth problems with my / our local internet are beyond the control of the mjunction.
9. In the event of any failure on our part to comply with all or any of the Terms & Conditions regarding the online forward auction. I / We irrevocably agree for the forfeiture of our earnest money deposit and security deposit (if applicable).
10. We are providing the following details to you:-
- a) Name of the contact person on our behalf :-
  - b) Our contact Telephone No :-
  - c) Our contact FAX No :-
  - d) Our contact E-Mail particular :-
  - e) Bank Name :-
  - f) Branch Name :-
  - 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 no :-
  - m) GST No:-
  - n) PAN NO (In case PAN is not available for any customer, Rs.10000/- extra shall be payable along with value of material, which will be kept as additional security and shall refunded as & when PAN is submitted by the customer.) :-
  - o) Other documents required by the plant / Unit if, any :-

Billing Address:

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

Shipping Address:

\_\_\_\_\_

Yours faithfully

Signature of Authorized Person  
For M/s. \_\_\_\_\_

(With Company's Seal.)

Signature of Bidder

**MARKETING DEPARTMENT**  
**SAIL: ROURKELA STEEL PLANT**

**ANNEXURE- C**

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

**INTRODUCTION:**

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

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

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

**ROLE OF “SERVICE PROVIDER”**

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

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

**ROLE OF BIDDER:** - The role of the bidder is outlined below:

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

**BIDDING RULES**

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

- Definition of the unit bidding
- Start Time and duration of the auction
- Any extension of the duration of the auction in the event of bids being received towards the end of the pre-specified duration
- Start Bid Price
- Specified Unit for Bidding
- Price Increments and any reduction in the price increment in the auction in the event of inactivity

Signature of Bidder



**MARKETING DEPARTMENT  
SAIL: ROURKELA STEEL PLANT**

- Other attributes (informational/non-negotiable in nature)

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

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

**CONDUCT OF THE AUCTION:**

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

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

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

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

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

**Or**

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

**Or**

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

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

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

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

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

**LIABILITY OF “SERVICE PROVIDER”**

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

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

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

**RIGHT OF THE CLIENT:**

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

Signature of Bidder

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**CONFIDENTIALITY CLAUSE:**

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

**JURISDICTION**

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

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

**Name:**

**Signature**

**Designation of signatory**

**Date**

**Place**

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

**MARKETING DEPARTMENT**  
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**ANNEXURE D**  
**DEFINITION OF KEY TERMS**

**1. 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.

**2. 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.

**3. 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.

**4. 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.

**5. 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

**6. 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.

**7. 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 and check the exact Server Time (displayed in both the windows).

**8. 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.

**9. 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.

**10. 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.

**11. 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.

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**12. End of the Auction**

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

**13. 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.

**14.** Customers intending to purchase any of the lot shall have to submit the following latest by **05.00PM** on **02-07-2020** to the office of M/s mjunction services ltd, Rourkela Steel Plant, 6th Floor, Administration Building, Rourkela-769011 or any of the Zonal offices of M/s mjunction services ltd

- A letter of interest in the format given at “**Annexure – B**” mentioning the UTR No or Instrument No as per the mode of payment.
- “General Rules & Regulations governing conduct of Online Auction on the Service Provider Platform” (**Annexure-C**), “Definition of Key Terms”, (**Annexure-D**) and “Terms & Conditions for Sale of Materials” (**Annexure-E**) duly signed, on each page.
- Earnest Money Deposit (EMD) of **Rs. 1,00,000/-** Earnest Money Deposit (EMD) shall be deposited in favour of MJUNCTION SERVICES LIMITED, through any of the modes as mentioned in Annexure-E (Clause No-16)

**MARKETING DEPARTMENT**  
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**ANNEXURE-E**

**General Terms & Conditions of Online Forward Auction Sale**

1. The sale is on 'As is where is' and 'No Complaint' basis. The bidders in their own interest should inspect the material before submission of on-line bids. No guarantee whatsoever regarding quality, description, present or future conditions of the material at the time of supply and or its fitness for any specific purpose can be given. .
2. **The Bidders should submit their bids on 'per tonne' basis exclusive of GST and other charges & levies which will be charged extra as per rules applicable on the actual date of delivery of the material.**
3. The sale is exclusively meant for the materials stated in the tender notice and specifically precludes any other items found along with the material described above or found in the vicinity or its area which in the opinion of the concerned department or his authorised representative, do not form part of the items to be sold. The decision of the concerned department will be final in this regard.
4. **Payments:**

The deposit for all sums of money will be accepted through e-payment mode (NEFT / RTGS) or through DD/ PO drawn in favour of SAIL, Rourkela Steel Plant payable at Rourkela. For e-payment, the a/c no. of SAIL, RSP is 00000010607498956 with State Bank of India (Commercial Branch), Main Road , Rourkela. The IFSC code of this SBI branch is SBIN0009678. Upon transfer of amount, the UTR No. (Unique Transaction reference no.) may be faxed to Marketing Deptt of RSP. Cheques will not be accepted towards the payment of sale value and sales tax. Payment will be made within the period as stipulated in the sale order. In case payment is made through DD/BO/BC, the same shall have to be deposited in the Cash Section of Finance at Admn. Building of RSP. The purchaser also has the option to deposit the payment directly in the above a/c of SAIL, RSP.

a) The successful bidders will have to deposit **105% of the cost of the material inclusive of all taxes and duties within 07 working days from the date following the date of Sale Order**. Separate payment for Security Deposit will not be necessary. Balance amount will be refunded/ adjusted by Finance Department on receipt of delivery completion report / refund advice *issued by Marketing Department*. The EMD amount may be adjusted for deposit of the cost of the materials.

b) In case the purchaser fails to make payment for lots within 7 working days as mentioned earlier.

**In case of delayed payment, further 3 working days time with 1% penalty in proportion to the number of days delayed. In other words if a customer makes payment on the 8<sup>th</sup> working day from the date of SO, he shall be charged with a penalty of 1/3% and on the 9<sup>th</sup> day he shall be charged a penalty 2/3% and on the 10<sup>th</sup> day shall be charged a penalty of 1%.**

*In other words, customer will be allowed 8<sup>th</sup> to 10<sup>th</sup> working day from the date following the date of Sale Order with penalty as mentioned above.*

Such penalty shall be applicable only on the basic cost of materials. All the payment made by the party within 7 working days will be considered as payments towards basic cost of material inclusive taxes and duties. In case of any shortfall within due date, penalty will be calculated on the balance base price i.e. total base price minus proportionate base price for which payment has been received.

c) If a purchaser fails to make payment for lots even after 10 working days, the management may at its option cancel the sale relating to the lot (s) forfeiting the 5% of the plot/lot(s) value without issuing any prior notice to the bidders & such lots will be re-auctioned thereafter. **The customer will additionally be debarred for 1 Month from participating in further FAs.**

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

5. a) On receipt of full payment from the purchaser, the management will issue a release order which will enable the purchaser to take delivery of the materials from the stock holder. The bidder who has signed the tender is required to sign the release order. If this is not possible and if the tenderer desires to take delivery through his authorised representative, he must authorise the latter by a letter of authority which shall be presented to the appropriate management .The letter of authority shall bear the specimen signature of the authorised representative duly attested by the tenderer. The management may in its entire discretion decline to act on any such authority and it shall be in all case for the purchaser to satisfy the stockholder that the authority is genuine. Delivery by proxy will be at the purchaser's sole responsibility & risk and no claim shall lie against the management on account, whatsoever, if delivery is effected to wrong person.

**b) Extension of Delivery Date:** - The purchaser should lift the material within 30 working days from the date following the sale order. Notwithstanding above conditions the Management may on consideration of the merit of the case allow extension of the removal date at the discretion of Management charging ground rent equivalent to 1% of the value of the left over materials per week or part thereof. Such permission for extension shall be at the absolute discretion of SAIL, RSP. If the buyer fails to remove the full materials within the extended delivery date, the materials so left over will be treated as "Abandoned Goods" and will be dealt with as stipulated in Clause-15(a) below.

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6. a) In case the quantity is found to be less than the quantity given, no claim will be entertained but amount proportionate to the quantity not made available will be refunded. However, if the quantity after lifting of this stipulated quantity is found to be in excess of the same, offering of the additional qty to the successful tenderer will be solely at the discretion of Head of Marketing and in case the same is offered to the successful tenderer, the tenderer will be bound to make payment for additional qty at the rate at which the contract is awarded and would lift the same in the specified for the purpose.
- a) HOD (Mktg.) at his own discretion can award the contract for full quantity of the material or can divide the tendered quantity between one or more tenderers.
- b) **Shortage of goods:** Where goods are sold in lots and not in number or units, any reference to the quantity, quality, size, measurement, number and weight in the notice or other documents shall not be a point of dispute and the purchaser shall be no claim against the Management for refund of whole or any part of the purchaser's money or for loss, of profit, of interest, damage or other-wise. Where materials are sold by weight or number and the purchaser fails to obtain delivery of the whole or a portion of the goods sold he shall be entitled to make a claim for the proportionate refund to the sale value of the undelivered quantity. He shall not be entitled to claim any damages, loss, profit, interest or compensation or any account due to such short delivery.
7. **The material will be deemed to be under the custody of the purchaser once the full payment or part thereof is deposited with RSP** and SAIL will not be under any liability for safe custody or preservation thereof till the date of final removal.
8. Any damage within SAIL's premises caused by the purchaser during the operation of the contract will be debited to his account. Assessment of damages/ breakage or loss will be done by RSP which shall be final and binding on the purchaser. The Bidders are requested to confirm whether they are registered dealers under GST act. If so they should indicate the registration number on this copy of terms and conditions.
9. The Bidders are requested to confirm whether they are registered dealers under GST Act. If so, they should indicate the registration number on this copy of terms and conditions.
10. **Validity of Price Bid:** Bidders will keep their offered price open for acceptance for 30 days from the date of Forward Auction.
11. The Purchasers should make their own arrangements to take delivery of materials by their own transport from the seller's plant to their agreed destination. Lifting will be allowed only by road transport. Weighment of the material would be done inside the plant Weighbridge. The weighment taken in the above weighbridge will be final and binding for all purposes. The road delivery procedure being followed in the plant would be strictly applicable and bidder would have to abide by the same. The purchaser would lift the material as directed by the head of the concerned department or his authorised representative. Segregation of Mag-Carb Bricks from the various stacks in SSD, loading and Transportation of the bricks shall be to the account of the customer. No pick and choose will be allowed. The decision of the concerned department will be final for the above purpose.
12. The purchaser will make his own arrangements for removal of material, employ his own labour, tools implemented and will use his own transport for taking delivery of materials in case of road delivery. In Case the goods are to be moved outside Odisha, the purchaser should declare the same at the time of the bid itself. The Purchaser is required to move the material outside the State of Odisha, and in case the goods are not moved outside the State of Odisha by the Purchaser, then the purchaser will be liable to reimburse the differential tax amount along with the penalty amount as referred in para 5.2.1 above of this Tender/OLFA document.
13. The purchaser shall assume all liabilities for and keep the SAIL wholly indemnified against all section or suits claims, costs and damage charges and expenses arising out of or in connection with the contract or workmen engaged in the work
14. (a) **Withdrawal of goods from sale:** The Management reserves the right to withdraw at any stage from the sale after advertising or after issue of Sale Offer/ Release Order any items of any quantity of the materials by number or weight without assigning any reasons thereof to the purchaser. Sale Value for the materials so withdrawn, if any, paid by the buyer, will be refunded. The Management will not be responsible for any damages/ loss what so ever to the purchaser on account of such withdrawal.
- (b) The Management reserves the right to dispose off any item by other means even after inviting tenders for sale of such materials by tender
15. a) **Abandoned Goods:**  
The purchaser must effect complete removal of the materials from the site within the date specified in the release order / delivery order issued by the Management. **The material will be deemed to be under the custody of the purchaser once the full payment or part thereof is deposited with RSP.** In case the material is not removed in full within the specified date, release order / delivery order for the left over quantity will be treated as cancelled. The materials so left over will be treated as "Abandoned Goods". The Management will have full right on such Abandoned Goods and will be entitled to resell or dispose off the same in any manner it deems fit without any reference to the purchaser. The buyer will have no claim on materials declared as "Abandoned Goods". In addition to forfeiting such abandoned goods, the initial deposit and the price if any paid by the purchaser shall further be held liable for all commission and other charges and losses suffered by the Management which may be sued for & recovered in a Court of Law.
- b) If the purchaser fails to remove the full materials within the extended delivery date, the materials so left over will be treated as "Abandoned Goods" and will be dealt with as stipulated in Para 15(a) above.

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c) If any materials for which delivery order is issued could not delivered to the purchaser by the Management either in full or in part due to any reason, the Management may extend the date fixed for removal of the materials for a further period without charging Ground Rent

d) It is however clarified that for a material to be constituted as Abandoned Goods, the incident of removal of material will be a must, may it be in part.

**16. Earnest Money Deposit (EMD):**

Customers willing to participate in auction of any or all lots should submit an EMD of **Rs.100, 000/-** only. Mjunction Services Limited shall facilitate the collection of Earnest Money Deposit (EMD) on behalf of SAIL.

Beneficiary Name	MJUNCTION SERVICES LIMITED
Bank Name	HDFC BANK LTD
Branch Name	Sandoz Branch, Mumbai
Account No	<u>Explained Below *</u>
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.

**Please Note – Participation to E-Auction is subject to realization of EMD submitted by the customers to their respective virtual account number of Mjunction Services Limited prior to auction.**

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.

In the event of award of sale, 5% of each lot's value shall have to be deposited as security deposit and there after 100% of the lot value of each lot shall be deposited towards cost of material. The SD shall be adjusted against the last lot in case of award of multiple lots to a single bidder.

In the event of failure on part of the firm to make payment within the stipulated time period or backing out, 5% of the lot value shall be forfeited along with debarring from participation in the further FAs for a period of 1 month.

**17. Recovery of Dues:** Any sum of money due and payable to the purchaser including Security Deposit (returnable to him under this contract) may be appropriated by the Steel Authority of India Limited, Rourkela Steel Plant or Government of any other person or persons, including other Steel Plants under SAIL and adjusted against any claim of the Steel Authority of India Limited, Rourkela Steel Plant or Government or such other person or persons including other Steel Plant under SAIL for the payment of the sum of money of the arising out of or under any other contract tender made by the purchaser/ tenderer with the Steel Authority of India Limited, Rourkela Steel Plant, or Government or such other person or persons including other Steel Plants under the Steel Authority of India Limited.

**18. Compliance of Labour Laws Safety Rules:** During the period of the purchaser's workers are employed within the Rourkela Steel Plant, Rourkela premises, they will be governed by the Labour Law and Rules, Factory Act and Rules and Rourkela Steel Plant Security Rules & Safety Rules as applicable and it shall be the responsibility of the purchaser to ensure that the statutory provisions are complied with fully.

**19. Illegal Gratifications:** Any bribes, commission, gifts or advantage given, promised or offered by or on behalf or the tenderer of his partner agent or servant of any one on their behalf to any Officer, servant representative or agent of the company or any Officer, Servant, Representative or agent of the Company or any person on their behalf 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 in relating to this or any other contract as aforesaid shall subject to the tenderer to the cancellation of this contract, aforesaid and also to payment of any loss of damage resulting any such cancellation to this like extent.

**20. Damage to Plant Properties:** The purchaser shall be fully responsible for any loss/ damages that may be done to the premises, equipments, machineries, and other installations of the Plant in the course of removing the lot/ lots bought by him, and the purchaser is fully liable to reimburse to the Management the cost of such damages. The Management fully reserves the right to recover the cost of such damages from any sum due to the purchasers.

**21. Re-Sale:** Re-Sale will not be recognized by the Management. Sale Offers and release orders will be made out only in the name of actual purchaser.

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

**23.** RSP reserves the right to cancel the contract at any time during its validity without assigning any reason thereof whatsoever it may be. The decision of GM (Mktg) will be final & binding.

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**24. Segregation & Loading:-**

Segregation & Loading of material is to be done by the successful bidder at their own risk and cost.

**25. Conciliation Clause:**

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

**Arbitration Clause:**

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

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

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

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

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

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



**MARKETING DEPARTMENT**  
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**ANNEXURE-F**

**Terms & Condition for Forward Auction**

*The Terms & Conditions mentioned below in Annexure-F, shall supersede all other Terms & Conditions mentioned in Annexure-A to Annexure-E, in case of any contradiction.*

1. The numbers of Working days shall be calculated excluding Sundays, Office Holidays and 2<sup>nd</sup> and 4<sup>th</sup> Saturdays also in place of the current system of exclusion of Sunday and Office holidays only.
2. If there is a Strike / Bandh / Bank Holiday (at Rourkela only) or any other force majeure circumstance on the last day of payment, then extension of one day for payment period shall be allowed. This is being followed till now.

In addition to the above, if Strike / Bandh or any other force majeure circumstance continue for more than one day within the payment period **resulting in closure of Banks in Rourkela**, then payment period shall be extended by the same number of days.

3. The debar period shall be for one month from participating in further FAs along with forfeiture of SECURITY DEPOSIT amount, as applicable, in case customer fails to make payment within due date. For SD amount, refer Annexure-E.
4. Presently, the adjustment of DCR amount of Rs. 10 Lakhs and above is being allowed as per request of Customer and DCR balance below Rs 10 Lakhs is being adjusted as per approval of Marketing dept. The cut off amount shall be changed from Rs. 10 Lakhs to Rs. 1 Lakh.

5. New Clause (Merger of Sale Orders for Virtual / Notional Lots):

A new clause shall be introduced for merger of sale orders for homogeneous material where Virtual / Notional Lots are made for FA. The details are as follows:

- Merger of Sale Orders shall be applicable to material which is homogenous in nature & is put on FA as virtual / notional lots.
- Merger of different Sale Order quantities with different prices into one Sale Order (for the total quantity) at the weighted average price, for each customer for particular FA, can be allowed. This shall however, be done only if specifically requested for by the customer, for ease of operation. However, a Sale Order where any transaction has taken place shall not be considered for such merger.
- All the terms & conditions of the FA shall also be applicable to this merged Sale Order, including the merger of Security Deposit of all the lots & other terms like forfeiture / penalty / LD Charges / performance etc., would be considered for the merged Sale Order.

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