



**STEEL AUTHORITY OF INDIA LIMITED**  
**(A Govt. of India Enterprise)**  
**IISCO STEEL PLANT**  
**Materials Management Department, Marketing Wing.**

**ONLINE FORWARD AUCTION NOTICE**

STEEL AUTHORITY OF INDIA LIMITED, IISCO PLANT, BURNPUR - 713325 INTENDS TO SELL MATERIALS, FROM STOCK AND/OR FUTURE GENERATION, TABULATED AT "LIST OF MATERIALS".

1	AUCTION NOTICE NO.	<b>7000001366</b>
2	INTERNET SITE FOR THE ONLINE AUCTION	<a href="https://www.metaljunction.com/auction/auctionview">https://www .metaljunction.com/auction/auctionview</a>
3	PLATFORM / SERVICE PROVIDER	M/S MJUNCTION SERVICES LIMITED, TATA CENTRE, 45 JAWAHAR LAL NEHRU ROAD, KOLKATA-71
4	FORWARD AUCTION NOTICE DATE	<b>02.09.2021</b>
5	FORWARD AUCTION DATE	<b>08.09.2021 @ 12:00NOON</b>
6	PERIOD OF INSPECTION OF MATERIAL IN SITU	UP TO 17:00 OF THE PREVIOUS DAY OF AUCTION DATE
7	EMD & LOI SUBMISSION DATE	UP TO 17:00 OF THE PREVIOUS DAY OF AUCTION DATE
8	MODE OF AUCTION	ON-LINE FORWARD AUCTION (MODE OF AUCTION AS PER ANNEXURE -A)
9	VALIDITY OF BIDS OF SUCCESSFUL BIDDER	MINIMUM 60 DAYS FROM DATE OF AUCTION
10	DEFINITION OF KEY TERMS	<b>ANNEXURE-B</b>
11	CONMPLIANCE TO SAFETY NORMS	<b>ANNEXURE-F</b>
12	GENERAL TERMS & CONDITIONS OF SALE	<b>SAIL GTC-SA : 2017</b>
13	BASIS OF SALE	<b>AS IS WHERE IS BASIS, NO COMPLAINT BASIS</b>
14	LOADING TYPE	<b>FOT:</b> FREE ON TRUCK BY ISP <b>FOR:</b> FREE ON RAIL (AT IISCO, BURNPUR PLANT) <b>SELF:</b> ARRANGEMENT BY CUSTOMER AND CUSTOMER SHALL ACQUAINT HIMSELF WITH THE GROUND CONDITION OF THE CONCERNED AREA WITH REGARDS TO EMPLOYMENT OF LABOUR/ EQUIPMENT
15	MATERIALS OFFERED FOR SALE	<b>ANNEXURE-A</b>



**STEEL AUTHORITY OF INDIA LIMITED**  
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**ANNEXURE-A**

**LIST OF MATERIALS**

AUCTION NOTICE NO			7000001366		OFA DATE	08.09.2021	
QUOTATION [LOT] NUMBER	MATERIAL CODE [ITEM DESCRIPTION]	QUANTITY [UOM]	LIFTING PERIOD (DAYS) [PROCESSING]	LOCATION [LOADING POINT]	MODE OF DESPATCH [LOADING TYPE]	MODE OF AUCTION [HSN]	GST [TCS] %
1800003824-000010 [1700000923000010]	121780000000000000 [DISMANTLED MILD STEEL SCRAP]	16810.000 [TO]	365 [PROCESSING ALLOW]	OLD HSM/LSM [OLD HS/LS MILL]	BY ROAD [SELF]	2 STG SEALED BIDDING [72044100]	18.00 [1.00 ]
1800003826-000010 [1700000925000010]	121790000000000000 [DISMANTLED REFRACTORY SCRAP]	350.000 [TO]	365 [PROCESSING ALLOW]	OLD HSM/LSM [OLD HS/LS MILL]	BY ROAD [SELF]	2 STG SEALED BIDDING [69039090]	18.00 [1.00 ]
1800003828-000010 [1700000927000010]	121770000000000000 [DISMANTLED CAST IRON SCRAP]	250.000 [TO]	365 [PROCESSING ALLOW]	OLD HSM/LSM [OLD HS/LS MILL]	BY ROAD [SELF]	2 STG SEALED BIDDING [72041000]	18.00 [1.00 ]
1800003830-000010 [1700000929000010]	921780000000000000 [DISMANTLED RUSTED MILD STEEL SHEETS]	655.36 [TO]	365 [PROCESSING ALLOW]	OLD HSM/LSM [OLD HS/LS MILL]	BY ROAD [SELF]	2 STG SEALED BIDDING [72044100]	18.00 [1.00 ]

QUOTATION NO	EMD AMT(INR)	SPECIAL REMARKS ON PRODUCTS	SPECIAL MARKETING TERMS
1800003824	EMD ALREADY SUBMITTED	This is related to TS No. CET/03/BU/4812/TS/SE/01/R= 1 conferring to item no.1 as per Annexure 2.1.11-1 titled Schedule of Quantity (Indicative) for Disposable Items. The material is Dismantled Mild Steel Scrap.	ALL OTHER TERMS & CONDITION SHALL BE AS PER : NIT NO-MKTG/21-22/DISP/IA-HSLSS/NIT-02 DT- 15/07/21
1800003826		This is related to TS No. CET/03/BU/4812/TS/SE/01/R= 1 conferring to item no.5 as per Annexure 2.1.11-1 titled Schedule of Quantity (Indicative) for Disposable Items. The material is Dismantled Refractory Scrap.	ALL OTHER TERMS & CONDITION SHALL BE AS PER : NIT NO-MKTG/21-22/DISP/IA-HSLSS/NIT-02 DT- 15/07/21
1800003828		This is related to TS No. CET/03/BU/4812/TS/SE/01/R= 1 conferring to item no.7 as per Annexure 2.1.11-1 titled Schedule of Quantity (Indicative) for Disposable Items. The material is Dismantled Cast Iron Scrap.	ALL OTHER TERMS & CONDITION SHALL BE AS PER : NIT NO-MKTG/21-22/DISP/IA-HSLSS/NIT-02 DT- 15/07/21
1800003830		This is related to TS No. CET/03/BU/4812/TS/SE/01/R= 1 conferring to item no.3 as per Annexure 2.1.11-1 titled Schedule of Quantity (Indicative) for Disposable Items. The material is Dismantled Rusted Mild Steel Sheets.	ALL OTHER TERMS & CONDITION SHALL BE AS PER : NIT NO-MKTG/21-22/DISP/IA-HSLSS/NIT-02 DT- 15/07/21.

## **ON-LINE OPEN FORWARD AUCTION TERMS**

1. Price discovery shall be Delivery/ Sales Order as per On-line Forward Auction Schedule on the e-Auction site of Metal junction services Limited. Auction schedule with auction terms & conditions shall be issued to all Techno-Commercially eligible bidders prior to On-line Forward Auction for necessary training and preparation of bidders for participating in On-line Forward Auction
2. Bidders may download the entire Online Forward Auction notice from Service Provider's web sites in <https://www.metaljunction.com/auction/auctionView>.
3. Forward Auction Notice its T&C will not be sent by post.
4. Before actual participation, the bidders may obtain necessary help from the service provider, Metal Junction Service Limited, so as to enable them to participate in the online forward auction process without difficulty.
5. Final bids (exclusive of applicable taxes, duties & cess), given by the Bidders in the online forward auction should be kept valid for 90 working days from the date of conduct of online forward auction for acceptance by SAIL-ISP, BURNPUR Authority.
6. The concerned persons of M/s Metal Junction Services Ltd., are Mr. Abhishek Chakraborty C/o Marketing Department SAIL-ISP Steel Plant, Burnpur (W.B) Phone- 9163348279. Mr. Suranjan Mallick, Metal Junction, Kolkata (W.B.) Mobile No: 8336925957 who may be contacted for further details, if required

Party has to quote only the Lump Sum Amount for purchase of all Disposable items quantities as indicated as mentioned in APPENDIX-I, keeping in mind that all the items listed in TS, both disposable and non-disposable Annexure-2.1.11-1 & Annexure-2.1.11-2 are to be dismantled/ removed and non-disposable items to be disposed-off to designated place within ISP Works, Burnpur as per TS and then entire area to be dismantled and disposed "DISMANTLING AND DISPOSAL OF STEEL STRUCTURES OF HEAVY STRUCTURAL MILL AND LIGHT STRUCTURAL MILL AT ISP, BURNPUR" are to be leveled up to ground level/as per TS. Access to site has to be made by H-1 bidder as per instruction of executing authority.

### **PRICE DISCOVERY**

**The H-1 bidder will be decided through the Online Forward Auction bidding, on the Net Lump Sum Amount payable to SAIL-ISP, quoted by the bidders for purchase of all Disposable items quantities as indicated as mentioned in Appendix-I of Part -II. Dismantling cost to be borne by customer.**

**On the basis of Total Net Lump sum amount quoted by H-1 bidder, the following will be calculated:**

- a) Individual Item Rate per MT of the Sales Order and
- b) Item-wise Sales Order Amount will be calculated as per Pre-fixed Weightage mentioned in OFA.

**The example of calculation is given as under-**

**For example, let us take that the H-1 bidder Net Lump Sum Amount for purchase of all items of Appendix-I is Rs. 50 Crores with the prefixed weightage as mentioned in the**

**table. Then the Item wise Sales Order Amount and Individual Item Rate per MT of the Sales Order will be calculated as follows:**

SL	ITEM DESCRIPTION	UNIT	QTY ( MT)	UNIT PRICE RATIO	NET PRICE X UNIT PRICE RATIO = TOTAL VALUE	TOTAL VALUE/QTY= UNIT PRICE
1.	DISMANTLED MILD STEEL SCRAP	MT	16810.00	0.948084	5000000X0.948084 = Rs.474042000	474042000/16810= 28200
2.	DISMANTLED RUSTED MILD STEEL SHEETS (Roof and Side sheeting)	MT	655.36	0.369623	5000000X0.369623 = Rs.18481152	18481152/655.36= 28200
3.	DISMANTLED REFRACTORY SCRAP	MT	350.00	0.21700	5000000X0.21700= Rs.1085000	1085000/350 = 3100
4.	DISMANTLED CAST IRON SCRAP	MT	250.00	0.12775	5000000X0.12775= Rs.6387500	6387500/250 = 25550

**However, the item wise weightage mentioned above is only indicative and has been given, to explain to the prospective customers, how Individual Item wise Sales Order Amount and Rate per MT will be calculated. The actual/ final applicable weightage finalized by IISCO, Burnpur will be displayed in the OFA notice for the information of all techno-commercial acceptable Customers before the actual forward auction through Metal Junction Platform**

Price Bids received through e-auction platform only will be considered as valid bids. Offline bids are invalid bids. Any indication or quotation of any price bid by any bidder through any other means of communications like letter/ e-mail /complaints/ grievance/ telephone call etc. either before or during or after the e-auction shall be considered as act of offence against the e-auction process and SAIL, ISP, Burnpur shall be at liberty to forfeit the EMD of such bidder and take appropriate penal actions against him.

The On-line auctioneer Metal Junction Services Limited is an independent organisation, employed by SAIL, ISP-Burnpur for conducting online e-Auction among Techno-Commercially eligible bidders. Any communication/grievance of any such bidder with respect to participating in the On-line bidding process like logging in, bidding etc. shall be timely corresponded only with Metal Junction for redress. Such bidders are advised to refrain from corresponding with SAIL, ISP-Burnpur in all such cases. Any attempt by any bidder to communicate or forward or send copy of any such correspondence to SAIL, ISP Burnpur is unsolicited.

The Techno-Commercially eligible bidder offering the Highest Price (exclusive of applicable duties, taxes and cess) in On-line Forward Auction for the total Lot (Rs/Lot) comprising of all materials combined together may be considered by SAIL/ ISP, BURNPUR for issuance of Sale Offer.

There shall be no post Tender Price Negotiation except with H-1 (i.e. the Highest Bidder), if required.

No splitting of job is envisaged and a single party shall execute the job covered in the subject Tender

SAIL/ ISP, BURNPUR reserves, absolute right to accept or reject the H-1 Price, discovered through the On-line Forward Auction.

In case, the highest Price Bid (H-1) received in an On-line Forward Auction, is not considered for acceptance by SAIL/ ISP, BURNPUR, SAIL/ ISP, BURNPUR reserves the right to re-auction among the techno- commercially eligible bidders.

H-1 bidder will have to deposit the Total Sales Value plus all the duties and applicable taxes and security amount as applicable on all the disposable items mentioned in APPENDIX-I.

Invoice for the Material (item) delivered/ removed (out of ISP premises through designated Gate) by the Party will be made on actual weightment of material and will be subject to GST & TCS.

7. The sale of materials shall be governed by “SAIL – GTC-SA: 2017: General Terms & Conditions for Sale and Auction, from Plants/ Units of SAIL and clauses mentioned in tender documents”. SAIL- GTC-SA: 2017 is a part of OFA Notice
8. OFA Notice, addendums, corrigendum etc. can be downloaded from Metal Junction Website <https://www.metaljunction.com/auction/auctionView>.
9. SAIL-ISP, BURNPUR reserves the right to withdraw from the sale after advertising or after issue of Acceptance Offer / Sale Order / Offer Letter for any item of any quantity of the materials by number or weight without assigning any reasons thereof to the customer. SAIL-ISP, BURNPUR will not be responsible for any damage / loss whatsoever to the customer on account of such withdrawal.
10. PAYMENT OF SECURITY DEPOSIT, SALE VALUE WITH APPLICABLE TAXES, and DUTIES AND CESS: The successful bidder shall make the advance payment towards Security Deposit, Material Value with applicable taxes & duties as per the schedule indicated in the Offer/ Contract Letter issued . The H1/ Successful bidder is allowed to make payment through RTGS/ NEFT/ (Fund Transfer mode) only from their account directly in favour of SAIL, ISP BURNPUR. NO OTHER MODE OF PAYMENT IS PERMISSIBLE. Bank Charges, if any, shall be borne by the Buyer.
11. On receipt of the payment as per the Offer letter issued to the party, ISP will issue the Delivery/ Sales order.
12. Lifting and Transporting Material from the Plant/ unit shall be customer's responsibility following all the prevailing safety and other rules applicable for Disposal/ delivery of Material
13. In situations where customers have obtained Delivery Order/ Sales Order after making full payment but have failed to lift the offered quantities in full or part within the time stipulated in Delivery Order/ Sales Order, necessary action for forfeiture of material value and security deposit will be taken as per clause- 20 of SAIL- GTC –SA: 2017 (General Terms & Conditions for Sale and Auction from Plants / Units of SAIL).
14. If for any reason beyond the control of the SAIL/ ISP-Burnpur all the materials offered through online forward auction or part thereof cannot be delivered, the liability of the SAIL/ ISP-Burnpur will be limited only to refund the proportionate amount paid by the customer as applicable for the quantity not delivered.
15. The prices shall remain firm during the tenure of the contract. In case the bidder is unable to bid a firm price, SAIL/ ISP-Burnpur reserve the right to reject the offer.

16. Quantities and volume of work in respect of various items of works elaborated in this specification are tentative. Variation in the quantities may occur during actual execution.
17. A New Delivery Order/ Sales Order will be issued for additional quantity.
18. In the event, goods are found less than the issued Delivery Ordered Quantity as per the OFA, the refund will be made for the shortfall quantity to the Customer registered bank account with ISP, Burnpur. Again, in case the balance lifting quantity of material mentioned in D.O is unworkable as certified by executing authority , then also refund will be processed.

(Rakesh Roshan)  
AGM(Marketing)  
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## **SPECIAL TERMS & CONDITIONS OF OPEN FORWARD AUCTION (OFA)**

1. Since many agencies may be working at site simultaneously, the SUCCESSFUL BIDDER shall have to work in close co-operation with them ensuring smooth and safe working. The exact timing of dismantling of different items shall be decided in consultation with the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative, keeping in view the overall co-ordination aspects of dismantling and working requirements thereof.
2. The SUCCESSFUL BIDDER shall Delivery/ Sales Order all necessary site work and construction of the site office/ stores as may be required by him only after taking permission from the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative at the specified location shown by them.
3. All temporary lighting work required for executing this work shall be Delivery/ Sales Order by the SUCCESSFUL BIDDER and all materials, such as light fittings, hand lamps, distribution boards etc. shall be arranged by him. All such work shall comply with safety standards and electricity rules.
4. The EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative reserves the right to interrupt or alter the sequence of work, whenever such interruption or alteration is necessitated due to any special requirement at site or as thought best by the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative in the overall interest of the plant, without any financial implications what-so-ever.
5. The SUCCESSFUL BIDDER shall be responsible for providing security for materials, tools and tackles and his office / stores during the pendency of the contract.
6. The entire job shall be carried out under the overall supervision of the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative.
7. The EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative shall have the authority to make any alternation in, omission from, addition to, substitution for the original specification and instructions that may appear to be necessary or advisable during the progress of the work and the SUCCESSFUL BIDDER shall be bound to carry out the work in accordance with the instruction, which may be given to him by the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative from time to time. Such alternation, omission, addition or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the SUCCESSFUL BIDDER may be directed to Delivery/ Sales Order in the manner specified above as part of the work, shall be carried out by the SUCCESSFUL BIDDER on the same terms & conditions as agreed to for the main work.
8. All materials and equipment brought to site shall not be removed from the site without written permission of the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative. This is also applicable to equipment hired by the SUCCESSFUL BIDDER from outside agencies. Procedure regarding issue of gate pass



and checking of trucks / trailers at entry and exit to the plant shall be in accordance with SAIL-ISP, BURNPUR rules

9. The SUCCESSFUL BIDDER shall be liable to pay compensation for any equipment / item damaged by him in course of carrying out the work.
10. The SUCCESSFUL BIDDER shall also ensure regular disposal of the debris / arising, scrap and unwanted materials generated out of his own work, as declared by the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative to the dumping sites allotted for this purpose by CGM (Services), SAIL-ISP; on request of the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative. Such sites will be within 10 km of the Work Site.
11. The SUCCESSFUL BIDDER shall acquaint himself, with all statutory regulations such as 'Indian Electricity Regulations', 'Indian Factories Act', 'Model Code of Safety Regulations', Electrical Safety Code' etc. as relevant to the job and shall follow the same. The SUCCESSFUL BIDDER shall be responsible for paying strict attention to all statutory regulations for prevention of accidents, explosions, fire hazards etc. Supply and erection of all temporary props and supports as may be needed for safe dismantling without endangering the existing plant and buildings shall be the responsibility of the SUCCESSFUL BIDDER.
12. Gas cutting in fire hazard Delivery/ Sales Order areas shall be Delivery/ Sales Order with proper planning and shall start only after obtaining written permission for specific job from the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative and on implementation of necessary safety measures further to the safety provisions as per Clause 26 of SAIL GTC-SA: 2017. This shall be applicable for work in gas prone areas, such as cellar and gas collecting main system etc. Such job shall be carried out only after necessary shut Delivery/ Sales Order and written clearance from the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative is obtained.
13. The SUCCESSFUL BIDDER shall also strictly follow the safety rules, regulations and instructions issued by the Safety department of SAIL-ISP, BURNPUR In absence of a particular reference by SAIL-ISP, the SUCCESSFUL BIDDER shall refer to relevant Indian Standard codes and practices and also the State Government rules and regulations.  
**The Bidder shall be solely responsible for the safety of his workmen and shall be liable for prosecution in case of any accident.**
14. The SUCCESSFUL BIDDER shall supply all safety appliances to his personnel working at site. These shall include safety shoes, safety helmets, hand gloves etc. He shall also ensure use of these safety appliances during work at site.
15. Job execution program, mutually agreed to between the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative and the SUCCESSFUL BIDDER, shall form a part of the contract and shall not be arbitrarily changed.
16. The SUCCESSFUL BIDDER shall submit daily/ weekly/ monthly progress report of work in the required proforma furnished by the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative.

- 17.** The responsibility of loading, unloading and safe custody of the material till dispatch shall rest with the SUCCESSFUL BIDDER. The materials shall be disposed / unloaded at SAIL-ISP's stores / dump yard within the stipulated working hours by the Bidder, as directed by the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY.
- 18.** In case of slippage from the agreed Job execution program, the SUCCESSFUL BIDDER shall augment manpower as directed by the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative for the successful and timely completion of the work. The SUCCESSFUL BIDDER shall work extra shift / hours, provide additional motivation to his personnel, if required to adhere to the schedule, at no additional cost to SAIL-ISP, BURNPUR
- 19.** SUCCESSFUL BIDDER shall abide by all relevant statutory provisions including Labour Laws and Rules that may be in force from time to time in matters of engagement of workmen for the job and shall be responsible for payment of all due wages and statutory benefits in all eventualities to the labourers employed by him under the Employees Provident fund, ESI and Miscellaneous provisions Act, payment of Bonus Act, payment of Gratuity Act, Workmen Compensation Act, Minimum Wages Act, Industrial Disputes Act, Fatal Accident Act and all other applicable statutes. The Company shall not in any way be liable for such payments. Deployment of number of workmen shall also be guided by the relevant statute.

The successful tenderer is required to make payment of wages and other dues to workmen engaged, through Bank payment only.

The successful tenderer has to produce Wage Sheet duly signed by workmen engaged indicating all relevant and statutory payments on monthly basis. Documentary evidence for all such payments (PF, ESI AND other statutory dues) shall be produced to the executing authority by the successful tenderer.

**20. TEMPORARY FACILITIES :**The following equipment's and facilities, if required, shall be arranged by the SUCCESSFUL BIDDER at their cost

1. Site office and canteen for his supervisors and workers. For this purpose, only space shall be provided by the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative.
2. Residential accommodation for his supervisors and workers outside the plant premises.
3. Yard / temporary shed for storage of all materials and equipment under the scope of dismantling. Space shall be earmarked by the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative.
4. Washing / cleaning facilities for the equipment and treatment of washing / cleaning fluid and drainage as directed by the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative.
5. Suitable capacity material handling / transport equipment required for dismantling of structures and equipment.

6. From One Power point (440 / 220 V) supplied free of cost, the connections to different execution sites have to be Delivery/ Sales Order for illumination and other purposes for successful completion of the work by SUCESSFUL BIDDER at its own cost.
- 21. WORKING TIMING:** Dismantling and disposal will be allowed in General Shifts (8:00 AM to 5:00 PM) on all working days excluding Sundays and Holidays. All tools and Tackles required for dismantling should be arranged by the SUCCESSFUL BIDDER at their own cost and arrangement. However, IISCO Steel Plant may ask to work on odd hour and even on Sundays and Holidays with prior notification.
- 22.** Movement of vehicles inside the plant shall be governed by the prevailing rules of the plant / Units etc. Loading will be allowed in General Shift only. Loading is to be completed by 16:00 Hrs. The various items available for dismantling and disposal have been shown in the TS. All the materials as per OFA terms will be disposed off on “As is Where is” and “No Complaints” basis.
- 23.** The OFA Delivery/ Sales Order contain details of Materials available for sale. SAIL-ISP, BURNPUR reserves the right to make changes in the requirement and /or procedure before the bidding date and such changes will be published in websites <http://www.sailtenders.co.in>
- 24.** All bidders should note any such changes if posted in the above-mentioned websites, <http://www.sailtenders.co.in> and will be deemed as agreed to such changes, before participation in the OFA.
- 25. PRICE BIDDING :**The Price bided during OFA should take care of the following:
- The general conditions of all the materials are “Old, Used, rejected” and to be accepted on “As is where is” and “No complaint” basis and as per terms & conditions of the Online Forward Auction.
  - Isolation, relocation, dismantling, gas cutting, processing etc. and transportation, storing and handing over of returnable material at specified location as directed by the Executing Authority and as detailed in TS.
  - It is compulsory for bidding all the items of Appendix – I and Non-bidding any item of Appendix - I shall make the Bid liable for cancellation.
  - For any shortfall in quantity due to non –availability of material, refund will be Delivery/ Sales Order as per the Delivery/ Sales Order rate in Rs/MT. No complaint about the same will be entertained afterwards on the refund amount so calculated. No refund will be given for non-lifting of material covered by Delivery/ Sales Order (including amendment to Delivery/ Sales Order.) if the same is available in stock.
  - The price(s) offered / bided on OFA should remain valid for a period of 90 (Ninety) working days from the date of online Forward auction for acceptance by SAIL-ISP, BURNPUR.

- f. The price bid should be on Lump sum basis for purchase of all items as mentioned in APPENDIX-I, exclusive of GST and TCS etc. payable extra. The Bidders should submit their bid(s) after assessing & getting themselves thoroughly satisfied about the availability of the materials as per OFA Delivery/ Sales Order and it will be assumed that the Bid(s) have been submitted by the bidder after thorough inspection and getting themselves fully acquainted and satisfied with the scope of the work, quantity (i.e. Nos. / MT etc.) And other related aspects of the work etc. Shortfall in quantity, if any, of the items of the Lot(s) as mentioned in Appendix-I may happen and it cannot be made up and no claim for the same would be entertained afterwards. Excess quantity, if available will be offered to the H-1 bidder as mentioned in above clause. Sales Order Amount for shortfall quantity, if any, will be refunded after completion of the lifting of all available quantity. Once the materials are sold, no complain of any kind will be entertained in this regard by SAIL-ISP, BURNPUR Price(s) should be valid for a period of 90 (Ninety) days from the date of Online Forward Auction for acceptance by SAIL-ISP, BURNPUR The price(s) once accepted shall remain firm till completion of lifting by the SUCCESSFUL BIDDER within the validity period of the contract.
- g) The materials shall be sold to the highest (H-1) bidder. In case H-1 backs out from accepting the order, his EMD will be forfeited with banning for 6 month.

**26. SECURITY DEPOSIT:** The SUCCESSFUL BIDDER shall have to furnish non-interest bearing Security Deposit representing 5% of the total OFA quoted price of the materials and the deposit shall be retained by SAIL-ISP, BURNPUR till completion of the order, on the basis of the prices bided / accepted, within 15 days from the date of Offer/ Contract letter by NEFT/ RTG (Fund Transfer Mode) THROUGH Nationalized/ Scheduled bank (Co-operative Banks are not acceptable).

Security Deposit (SD) Only by Online Mode (RTGS/ NEFT (Online Fund Transfer Only)

No interest shall accrue on the Security Deposit or the EMD submitted. The Security Deposit money shall be refunded on satisfactory completion of the contract, after recovery of dues if any and on SUCCESSFUL BIDDERS confirmation of “No Demand” with respect to materials and amounts except SD & value of unworkable quantity from SAIL-ISP, BURNPUR against the relevant contract.

The buyer may opt for adjustment of the paid EMD amount towards part payment of Security Deposit, which is acceptable.

Delivery Order shall be issued to the SUCCESSFUL BIDDER only after submission of the Security Deposit and the value of material(s) with due taxes, duties, and other levies etc. as per terms of payment.

**27. GST & TCS:** GST and TCS will be payable extra as applicable over and above the sale value at the quoted price as ruling at the time of delivery.

In terms of section 206 (C) of Income Tax Act the Tax collected at source (TCS) on the sale of items at the prescribed rate as ruling on the date of dispatch shall be payable by SUCCESSFUL BIDDER, if applicable with surcharge and Cess if any ruling at the time of delivery.

In case of any changes in tax laws the same shall be made applicable as and when required.

## **28. TERMS OF PAYMENT :**

SUCCESSFUL BIDDER shall be required to deposit SECURITY DEPOSIT of 5% of the total material value. All offers will be issued at a time after approval of competent authority. Successful bidder is required to make payment for 100% value of the materials including applicable taxes, duties and other levies etc. in three installments with due date of payment as under:

1. Around 40% value of the total materials including applicable taxes, duties and other levies etc. along with the SECURITY DEPOSIT equivalent to 5% of the total material value has to be paid with due date of payment within 15 (Fifteen) days from the date of Offer letters and upon receipt of payment the First Set of Delivery/ Sales Orders will be issued.
  2. Around 30% value of the total materials including applicable taxes, duties and other levies etc. has to be paid with due date of payment within 45 days from the date of Offer letters and upon receipt of payment the second Set of Delivery/ Sales Orders will be issued.
  3. Balance 30% value of the total materials including applicable taxes, duties and other levies etc. has to be paid with due date of payment within 90 days from the date of Offer letters and upon receipt of payment the third Set of Delivery/ Sales Orders will be issued.
4. Payment to be made only by Online Mode (RTGS/ NEFT (Online Fund Transfer Only))

<b>Beneficiary Name</b>	<b>SAIL-ISP STEEL PLANT, BURNPUR</b>
<b>Bank Name</b>	<b>STATE BANK OF INDIA</b>
<b>Account No</b>	<b>10981831604</b>
<b>IFSC Code</b>	<b>SBIN0000049</b>

In the event, payment towards value of materials is not received within the due date as mentioned in the offer letter , compensation at the rate of 0.1% per day for the offer value shall be charged subject to a maximum of 7 (Seven) days, where after the Offer letter shall stand cancelled and the EMD/SD shall stand forfeited. In case the due dates fall on a Sunday or holiday, the next working day shall be taken as the due date.

**In case, H-1 bidder who failed to submit offer amounts within offer due date shall be declared as defaulter and will be debarred from participating in any future tender /auction for Idle Assets at ISP for a period of six months from the date of issue of banning order and the EMD/SD amount will be forfeited.**

- 29. OFFER LETTERS:** On receipt of information about successful H-1 bidder through M Junction Auction report, after verification of the same and with necessary approvals, Offer letters shall be issued.
- 30. CONTRACT VALIDITY:** The Contract Validity period will be **12 months** from the date of issue of 1<sup>st</sup> Delivery/ Sales order. This will supercede the time period defined in TS.

**31. EXTENSION OF VALIDITY:** SAIL-ISP, BURNPUR may extend the validity of the contract without any penalty, in writing for the delays attributable on part of SAIL-ISP, Burnpur else penalty in form of ground rent shall be applicable.

**32. EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY OF SAIL-ISP:** CGM of the concerned department of SAIL- ISP, Burnpur will be the Chief Executing Authority (EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY) for the Dismantling and Sale of said items in the OFA. The EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or the Executive nominated by EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY whose decision regarding day-to-day delivery program, placement and movement of trucks / vehicles. Loading, issuing of challans, co-ordination with different concerned agencies/ department etc. shall be final and binding on SUCCESSFUL BIDDER. The EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY shall co-ordinate with different departments for successful execution till completion of contract. The decision of the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY shall be final and binding on SUCCESSFUL BIDDER for successful execution of the work as per terms & conditions of OFA.

**33. DELIVERY:**

The Delivery/ Sales Order will be issued only in the name of the 'SUCCESSFUL BIDDER' on whom the Offer/ Contract have been released and the advance payment against the materials including taxes and duties and security Deposits have been received by ISP, Burnpur.

Bidder should deposit the indemnity bond and the authorization letter for lifting etc. along with the offered amount. The format will be sent along with offer letter.

On request, if Delivery Order has to be handed over to a representative other than SUCCESSFUL BIDDER, then the SUCCESSFUL BIDDER has to make such request in his letter head in three copies in original authorizing and attesting the signature of the representative who will be receiving the Delivery Order on SUCCESSFUL BIDDER's behalf and submit those to CGM (Marketing) who will receive Delivery/ Sales Order one copy of the same after proper verification of the signature of the SUCCESSFUL BIDDER with OFA Delivery/ Sales Order submitted by the SUCCESSFUL BIDDER.

Again, SUCCESSFUL BIDDER may also have to authorize maximum three persons who will be dealing all matters on SUCCESSFUL BIDDER's behalf including lifting of materials in SUCCESSFUL BIDDER, letter head in original in four (4) copies giving their names, attesting their signatures and submit three (3) copies to CGM (Marketing), Marketing Department. Then Marketing Department, Burnpur will authenticate the signatures of the persons authorised by the SUCCESSFUL BIDDERS for Delivery/ Sales Ordering different jobs on behalf of them including lifting of materials and arrange to send the same to the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY. Delivery of the materials will be given by the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative.

The SUCCESSFUL BIDDER shall report to the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorised representative.

Loading shall be allowed during general shift hours. Prior permission in writing is to be obtained for placement of trucks from EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative/s.

The entry / exit would be allowed through nominated routes/ gates only. The trucks/ trailers should ply in the route indicated by EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY / CISF or their authorised representative/s only. No picking & choosing will be allowed against any of the items of the lot by the 'SUCCESSFUL BIDDER' who will have to collect the materials against the lot only.

The 'SUCCESSFUL BIDDER' shall report to EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative/s, Burnpur Works, before collection of materials. The EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY will give thereafter the Loading program. The SUCCESSFUL BIDDER or his authorized representative has to arrange trucks/ trailer/ tripper accordingly for loading on stipulated day and will report accordingly to the CISF along with copy of Delivery/ sales order loading program & other relevant Delivery/ Sales Order for the vehicles etc. for entering into the works for loading. Then as per instruction of EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY /CISF or their authorized representative, the truck / trailer thereafter shall proceed to any Location inside Burnpur Works for loading of materials under supervision EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative/s and the representative of CISF.

There will be weighment of all the items of the lot as mentioned in the estimated quantity column in Appendix-A. The existing procedure for road dispatch as mentioned in Annexure – D will have to be followed for delivery / dispatch of materials.

Delivery Challans in five copies shall be issued by the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative for dispatch of the items of the Lot as per Appendix – A i.e. – one copy each for [a] Accounts Department [b] Marketing Department, [c] SUCCESSFUL BIDDER's authorized representative, [d] CISF [e] File copy EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY

And the challans will be signed by the Executive Agency or his authorized representative, CISF's representative and the authorized representative of the SUCCESSFUL BIDDER who will receive the materials. However, the standard Road dispatch procedure will be followed for the dispatch of items of the Lot as per Appendix – A which requires weighment.

The Trucks/ trailers will be proceeding in the nominated route towards the nominated gated as per instruction of the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative escorted by CISF representative. At the gate proper papers are to be submitted and then only the trucks / trailers will be allowed to go out.

Invoices will be issued from ISP Finance after weighment.

Invoices issued shall be final for all purposes and the other materials lying in the stores/ different Sites, dump yards etc. are to be left as such and only auctioned materials shall be delivered against Delivery Order. In case of any wrongful lifting or removal of any

materials by the SUCCESSFUL BIDDER, SAIL-ISP, BURNPUR shall be within its rights to suspend further delivery to the SUCCESSFUL BIDDER until full compensation for such wrong lifting or removal has been paid and in this respect the decision of SAIL-ISP, BURNPUR regarding the amount of such compensation shall be final and binding.

SAIL-ISP, BURNPUR shall not recognize any third party with whom the 'SUCCESSFUL BIDDER' may enter into a contract for supply of the OFA materials. The EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY will maintain the existing Dispatch Procedure, customs and practices etc. till exit of the materials from the nominated gate.

Authorized Representative of CISF is required to witness the dismantling and loading of the materials under this contract and keep track of the movement of materials.

The Buyer shall take enough measures to take delivery of those materials only, which are covered under sale as per the enclosed list. Any material /item, which are returnable, are to be given back to ISP, Burnpur at such locations, indicated by the Executing Authority.

Delivery of materials shall be made as per the terms and conditions of this sale, covering this "Special Terms & Conditions", "Tender Specification" and SAIL GTC-SA: 2017 etc.

**34. WEIGHMENT:** All disposable Material under the lot for DISMANTLING AND DISPOSAL OF STEEL STRUCTURES OF HEAVY STRUCTURAL MILL AND LIGHT STRUCTURAL MILL AT ISP, BURNPUR will be delivered on actual weighment basis. The procedure as mentioned in Annexure-D or any prevailing procedure will be followed in this regard.

**35. REFUND RULES:** Upon successful completion of the sale i.e. Submission of Completion Certificate by the Executing Authority and refund Request letter, Security Deposit and refund towards any balance unworkable quantity due to part load shall be refunded to the party after recovery of dues, if any.

**36. GROUND RENT:** In case the customer fails to complete delivery of material within delivery period mentioned in the Delivery/ Sales Order, the extension in delivery period may be allowed by ISP against payment of penalty @0.25% per day of the material value of balance quantity of the delivery order provided that the customer has lifted 50% of the Delivery/ Sales Order Quantity within the Validity period of delivery order.

If the customer fails to lift less than 50% of the Delivery/Sales Order Quantity within the validity period of Delivery Order, penalty @0.50% per day of the material value of balance quantity of the delivery order will be imposed. However, the extension of validity period is sole prerogative of ISP, Burnpur.

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

If the materials are not lifted beyond the above extended period, Delivery/Sales Order will be cancelled and SAIL-ISP, BURNPUR will not be responsible for any loss or damage etc. and the materials so left over will be declared as 'Abandon goods' at the risk and cost of the bidder and the Security Deposit of the 'SUCCESSFUL BIDDER' shall be liable for forfeiture. The materials so left over and declared, as "Abandon goods" shall be dealt with as per Clause No.20 of the SAIL GTC-SA: 2017.



**37. TERMINATION:** SAIL-IISCO, Burnpur reserves the absolute right to terminate / curtail the contract based on the performance of the SUCCESSFUL BIDDER and at its sole discretion after giving a formal notice depending on the nature of irregularities as decided by SAIL-ISP, BURNPUR. The SAIL-ISP, BURNPUR will have absolute right and discretion to decide upon the irregularities which will be binding and acceptable to the SUCCESSFUL BIDDER. In case of termination of contract, the Security Deposit shall be liable for forfeiture at sole discretion of the SAIL-ISP, BURNPUR in the event of any default by the SUCCESSFUL BIDDERS in complying with the terms herein.

**38. HANDING OVER THE SITE TO SAIL-ISP, Burnpur:** On completion of site work, the SUCCESSFUL BIDDER shall dispose of the debris / arising, scrap and unwanted materials etc. generated out of his own work from the site as declared by the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative to a place within the plant premises as allotted and assigned for this purpose by CGM (Services), SAIL-ISP, BURNPUR on the request of EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY, SAIL-ISP, Burnpur his authorised representative. Such sites will be within 10 km from the Work Site. The site shall be handed over to the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY, SAIL-ISP, BURNPUR or his authorised representative in a tidy and workman like manner. On handing over the site, Executing Officer of ISP, Burnpur shall issue Completion Certificate to the bidder.

**39. QUANTITY VARIATION:**

In the event, goods are found excess of the Delivery Ordered Quantity; the Customer will have to buy the surplus quantity at the same sales rate, terms and conditions. The offer letter will be issued for the excess quantity to the Customer for deposit of the offered amount mentioned in offer along with security deposit of 5% equivalent to the material value in excess. In the event, payment towards additional value of materials is not received within the due date as mentioned in the offer letter, compensation at the rate of 0.1% per day for the additional offered value shall be charged subject to a maximum of 7 (Seven) days, where after the Offer letter shall stand cancelled and the Security Deposit submitted with initial offers shall stand forfeited. In case the due dates fall on a Sunday or holiday, the next working day shall be taken as the due date.

**40. GENERAL CONDITIONS**

- i. The bidders may bear this in mind while quoting the rates that this online auction sale being on 'AS IS WHERE IS' & 'NO COMPLAINT' basis, no guarantee regarding material quality / chemical analysis and its usage, is given by SAIL-ISP, BURNPUR.
- ii. A contract shall be deemed to have been concluded between 'SUCCESSFUL BIDDER' and SAIL- ISP, Burnpur upon acceptance of the bid by SAIL-ISP, BURNPUR in writing. The terms and conditions herein shall be binding on both the parties. However, SAIL- ISP, Burnpur reserves the right to accept/ reject any /all OFA and is not bound to accept the highest rate.
- iii. Executive Authority clearance should be taken prior to job starting.

- iv. Entire jobs should be carried out under the supervision of EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY or his authorized representative.
- v. Before Delivery/ Sales Ordering so necessary permission from EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY, SAIL-ISP, BURNPUR or his authorized representative has to be obtained by SUCCESSFUL BIDDER and if felt necessary by EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY, SAIL-ISP, BURNPUR or his authorized representative, the entire job or any part of it has to be Delivery/ Sales Order,
- vi. The buyer shall take utmost care and precaution to adhere to above and other provisions. Any deviation may invite penal action(s), as deemed fit, including cancellation of Orders, forfeiture of Security Deposit, Material Value etc.
- vii. The Buyer must not interfere, in any form, with the assets of SAIL/ISP, Burnpur without taking written approval of the Executing Authority
- viii. The Successful bidder must adhere to SOP for demolition work at ISP, Burnpur as per applicability. (Ref: ISP/SED/DELIVERY/ SALES ORDERC/SOPD/003 Dated. 18.11.2016)
- ix. Before start of the demolition work the following may be followed by Successful Bidder :
  - (i) Stability Test of vulnerable structure/ pipeline/ vessels is to be carried out by the successful bidder and to be certified by a qualified and competent structural engineer to assert the exact condition and safe way of dismantling prior to the dismantling of similar old structure inside the factory.
  - (ii) Deployment of more skilled supervisors in similar jobs to have better control over the site regarding the movement of men & material.
  - (iii) A job safety analysis is to be conducted in line with the Standard Operating Practice.
  - (iv) All the workers must be properly trained regarding behavioural aspect & development of skill while working in the moving machineries.
- x. The Successful bidder must adhere to the Method of realization of penalty to be imposed by SED, ISP for violating safety norms.
- xi. The invoices issued shall be final for all purposes and calculations. The other materials lying in the stores are to be left as such and only OFA materials shall be delivered against Delivery Orders. In case of any wrongful lifting or removal of any materials by the 'SUCCESSFUL BIDDER', SAIL-ISP, BURNPUR shall be within its rights to suspend further delivery to the 'SUCCESSFUL BIDDER' until full compensation for such wrong lifting or removal has been paid and in this respect the decision of SAIL-ISP, BURNPUR regarding the amount of such compensation shall be final and binding.
- xii. SAIL- ISP, Burnpur shall not be responsible for any damage/ theft/ pilferage of

‘SUCCESSFUL BIDDER’s machinery’s, equipment or any other things arranged by ‘SUCCESSFUL BIDDER’ inside the SAIL- ISP’s, Burnpur premises. While carrying the materials to and from the Company nominated weigh bridge, ‘SUCCESSFUL BIDDER’ shall always abide by the security rules of SAIL- ISP, Burnpur and shall withdraw all security passes from their workers immediately prior to their retrenchment and deposit the passes in the office of pass section of Security Department under intimation to the EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY

- xiii. In case of any dispute with regard to specification, scope, quantity and any other terms and condition of the Delivery/ Sales Order, decision of the ISP, Burnpur management shall be final and binding on both sides.
- xiv. In case of non – fulfilment of the contract or non – compliance of any of OFA Delivery/ Sales Order terms and conditions, the company shall be entitled to recover or adjust all its losses from the ‘SUCCESSFUL BIDDER’s amount available with the Company including Security deposit. Furthermore, in case any damage is caused to any property / loss of life of any individual, in the course of removal / dismantling of materials, then the compensation for such loss, as ascertained by SAIL-ISP, BURNPUR will be recovered from the purchaser out of his security or any other deposits. However, purchaser will ensure that all safety precautions are taken during dismantling / removal process as per terms of OFA Delivery/ Sales Order.
- xv. For the purpose of dismantling the Equipment/ Structure/ Item and taking the dispatch of the material, from the area, as may be earmarked the SUCCESSFUL BIDDERS will engage their own labour and transport at their cost and risk from the area allotted to them within the prescribed time limit, observing the rules and regulations and working hours as may be fixed permitted by EXECUTING/ INSPECTING/ CERTIFYING AUTHORITY, SAIL-ISP, BURNPUR or his authorised representative depending upon the condition prevailing in the area.
- xvi. SUCCESSFUL BIDDERS should note that no dispatch of material will be allowed on weekly holidays and / or closed holidays observed by SAIL-ISP, BURNPUR unless permission is taken from the Executing Authority
- xvii. Gas cutting/ welding/ dismantling/ processing etc. of the materials may be allowed as per TS and Safety guidelines to facilitate loading of materials into the trucks/ trailers etc. Cranes etc. required for loading will have to be brought by SUCCESSFUL BIDDER at their cost.
- xviii. In case of any conflict between clauses, the Terms and conditions mentioned in the Tender and Open Forward Auction (Part-I & II) will over- ride the T.S Terms and Condition (Part-III).

Rakesh Roshan)  
AGM (Marketing)  
Mobile: 9434776909

**LETTER OF INTEREST**

**To: General Manager (Marketing)**  
**SAIL- ISP Steel Plant,**  
**Burnpur**

**THROUGH: M/s Metal Junction Services Pvt. Ltd.**

**REF.: Online Forward Auction vide Tender No. MKTG/21-22/DISP/IA-HSLSS/NIT-02**  
**Dated: 15.07.2021**

- (1) I/We \_\_\_\_\_ are interested in participating in the Online Forward Auction notified vide your notice No. \_\_\_\_\_ dated \_\_\_\_\_.
- (2) I/We am/are hereby submitted the Lot wise EMD/s of Rs. \_\_\_\_\_ vide UTR Nos. \_\_\_\_\_ dated \_\_\_\_\_ in favour of **SAIL-ISP, BURNPUR account payable at Burnpur/ Asansol for Lot No. \_\_\_\_\_ respectively.**
- (3) I / We agree to abide by all instructions contained in the above indicated Online forward auction notice and all terms and conditions of the tender including Special Terms & Conditions , “ SAIL-GTC-SA:2017- General terms & conditions for of sale and Auction from Plants / Units of SAIL available on SAIL / Service provider’s website, Letter of Interest ( **Annexure- A** ) “General Rules & Regulations governing conduct of Online Forward Auction” (**Annexure – B**), “Definition of Key Terms” (**Annexure – C**) , Procedure for Dispatch of materials by Road on weightment basis ( Annexure- D ) , **Appendix- A** and **all its Annexure, Appendix, corrigendum, addendum etc.** of sale of materials.
- (4) I/We understand that my / our bid in the e-selling event would be construed as my / our acceptance to the Online forward auction notice , Special Terms & Conditions for dismantling & disposal , “ SAIL-GTC-SA:2017- General terms & conditions for sale and Auction from Plants / Units of SAIL ” available on SAIL / Service provider’s website, Letter of Interest ( **Annexure- A** ) “General Rules & Regulations governing conduct of Online Forward Auction” (**Annexure – B**), “Definition of Key Terms” (**Annexure – C**) , Procedure for Dispatch of materials by Road on weightment basis ( Annexure- D ) , **Appendix- A** and **all its Annexure, Appendix, corrigendum, addendum etc.** of sale of materials. I / We understand that if our bid is accepted by the service provider, and approved by SAIL / SAIL-ISP, I / We are obliged to complete the transaction.
- (5) I/We agree that I / We have been provided training by Service Provider in order to participate in Online Forward Auctions.
- (6) I/We request Service Provider to allot user ID and pass word 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 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.

- (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 band width problems with my / our local internet service providers are beyond the control of the service provider.
- (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) along with other penalty and debarring clauses applicable as per tender terms.
- (10) We are providing the following details
- a) Name of the contact persons on your 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 telephone No. :
  - h) 9 Digit code no. of the branch :
  - i) Account type :
  - j) Other Delivery/ Sales Order required by the plant / unit /, if any:

Yours faithfully

Signature of the Authorized Person  
(Name of the person signing)

Date:

For M/s. \_\_\_\_\_

Place:

(With Company seal)

Please delete portions not applicable.

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

**INTRODUCTION:**

This Online Forward Auction is being conducted for The Indian Iron and Steel Co. 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 FA- (General Terms & Conditions of sale from Plants / Units / of SAIL for sale through Online Forward Auction / Forward Auction (FA)”, “General Rules and Regulations governing conduct of Online Forward Auction” and Special Terms & Conditions of Sale of Materials of the Indian Iron and Steel Co. Limited is a pre-requisite for securing participation in the online auctions.

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

**ROLE OF THE “SERVICE PROVIDER”**

The Service Provider is the agency primarily providing the service of the Forward auction to the “client”.

**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-FA-1”(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, **Invitation to Online Forward Auction, all its Annexure, Appendix, corrigendum, addendum etc.**, if any.

Bidders hereby confirm that they shall commit to lift the product (being bid for) at the price entered by them in the auction engine AND at the terms and conditions specified herein by the Client. All Prices entered shall be legally binding on the bidders. Bidders are strongly advised to

exercise due diligence while placing bids. Failure to honor the bids placed during online bid shall render the bidders liable for any 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 bidders shall bid on the terms specified by the client & place 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 (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” reserves the right of rejecting these bids even without intimating the client.

## **BIDDING RULES**

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

- Definition of the unit bidding.
- Start Time and duration of the auction.
- Any extension of the duration of the auction in the event of bids being received towards the end of the pre-specified duration.
- Start Bid Price.
- Specified Unit for Bidding.
- Price Increments and any reduction in the price increment in the auction in the event of inactivity.
- Other attributes (informational / non-negotiable in nature).

While it shall be the endeavor of “Service Provider” to specify these rules at the earliest for each online 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 have handed over stamped and mutually signed “SAIL-FA-1(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 Auction”, Letter of Interest, Special Terms & Conditions of Sale, **Invitation to Online Forward Auction, all its Annexure, Appendix, corrigendum, addendum etc.**, if any will be given User – ID and password to enable them to view and participate in Online Auction.

However, a time of 5 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 conducting the 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 Client of the respective Plant / Unit / 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 break Delivery/ Sales Order.
- There are no bids accepted which are equal to or below any 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 the 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, the bidder will give his / their best price to the Service Provider. The 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 by him.

### **Liability of the Service Provider**

The Service Provider shall not be liable to the client / bidders 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 with utmost trust and confidentiality.

**Jurisdiction**

Any disputes relating to the Online Forward Auction module shall be subject to the sole jurisdiction of Court of Law having jurisdiction over the Plant / Unit / from where the material is made available / sold.

**Signed in acceptance of the above terms and conditions at the time of auction**

**Date:**

**Place:**

**Name:**

**Designation of signatory:**

**Contact No**

.

## **DEFINITION OF KEY TERMS**

### **Auction.**

Auction refers to a forum where the participants (Bidders) bid against items available for auction.

### **Online Auctions.**

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

### **Award at the Auction.**

In a single winner format, only one bidder (normally the bidder who quotes the highest price) is awarded the item being auctioned.

### **Client.**

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

### **Bidder.**

Bidder is the individual / business entity participating in the auction, intending to buy the item(s) / Lot(s) from the Client. To become a Bidder in the auction, a business entity has to secure client's approval for participation.

### **Auction Engine.**

An Auction Engine refers to the software that encapsulates the entire auction environment, processing logic and information flows. The 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 endeavor of the 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 win Delivery/ Sales Order of the Auction Module and check the exact Server Time (displayed in both the Delivery/ Sales Order).

### **Preview Time.**

Preview Time refers to the period of time that is provided prior to the commencement of bidding. This is to facilitate participants to view the auction details such as item / Lot 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 which 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 of 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 the Service Provider to the client about the outcome of the Auction.

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**Offer Letter:**

SAIL-ISP will issue offer letters for the items sold having same completion period as of defined for the total package and due date of payment of 15 days. Along with offered amount party have to submit Indemnity bond and Authorization letter ( for lifting of materials mentioning two names ) within 15 days of offer letter.

**Delivery Order:**

D.O will be issued after receipt of offered amount and penalty amount, if applicable else other clause of tender will come in force in case of backout with non-submission of offered amount OR debarring action will be initiated, if no intimation for payment in writing within time of offered due date is given to SAIL-ISP. Subsequently, successful customer should report to executing authority for labour license (Form-III) formalities and start of job at site.

**ANNEXURE-D**  
**PROCEDURE FOR DESPATCH OF MATERIALS BY ROAD**  
**WHICH WILL BE DELIVERED ON WEIGHMENT**

1. Process of Road dispatch currently being followed in SAIL-ISP can be broadly divided into two parts viz. Preparation of Delivery order (DO) and Entry/exit of trucks. These are explained below.
2. The ISP laid down procedure for obtaining the valid GATE PASS against Delivery / Sales Order are to be strictly followed.
3. Allowing the vehicle through a particular GATE will be the prerogative of the CISF and it may change from time to time without any prior notification.
4. The lifter and the driver / etc. concerned with the Truck/ Trailer/ Tanker should adhere to the route for empty weighment, load weighment and for unload of extra weight or for reload. The drivers/ Helpers should not roam un-necessary inside the plat area. If any violation or discrepancy is found in the movement of the Truck/ Trailer/ Tanker of the material is found, the concerned customer shall be held responsible and penalty will be imposed as per the prevailing rules from time to time. In case of any discrepancy, decision / suggestion given by Executing authority of concerned plant the concerned safety officer will be final
5. Final Gross Weighment will be taken and necessary entries will be made in the computer. The combined
6. After Gross weighment, the Vehicle should reach Concerned Gate within half an hour. In case of delay beyond the designated time in reaching the Vehicle Gate, without any justifiable reason, the vehicle will be re-weighed in presence of Vigilance representative.
7. The loaded vehicles shall leave from the Company premises within 2 hours of the time of FINAL gross weighment taken at ISP Road weighbridge. The Loaded vehicle cannot be detained for more than 2 hours after FINAL weighment. In case of any difficulties, the Authorized Representative of the Bidder should contact Officer In-charge of the concerned security gate and report to concerned Officer of Marketing Department immediately. In the event of non-adherence to this, ISP will reserve its rights to take suitable action deemed fit against the Authorized Representative of the Purchaser.
8. **Issuance of Delivery/ Sales order and authenticate the signatures authorised persons (Responsibility: Marketing department):** The customer will authorize maximum two persons to deal with SAIL-ISP, BURNPUR duly attesting their signature. DELIVERY/ SALES ORDER issuing authority at SAIL-ISP, BURNPUR will also authenticate the signatures and send required Documents to concerned plant departments. One of such authorised persons will nominate the transporter / lifter and will attest the signature. Based on such authorisation, signature will be taken on the Original DELIVERY/ SALES ORDER by executing department and delivery will be allowed.
9. Methodology of Entry and Exit of trucks for secondary products. The same is explained below
10. **Issuance of Online Loading Program (Responsibility: Loading department):** Loading department issues Online delivery program (ODP) to the lifter. In the ODP, number of vehicles allowed for loading is mentioned.
11. **Arrival of Vehicles at the plant gate (Responsibility: Transporter / Lifter/ SRM office/ Marketing department):** Vehicle arrives at the plant gate.
12. **Issuance of Online Gate pass (Responsibility: CISF):** On the basis of DO issued by PPC/ marketing department and ODP issued by the loading department. On reporting of Vehicle at the plant gates, CISF also checks all the relevant documents of the vehicles and the drivers. In case of any discrepancy found in documents, CISF does not allow the vehicles to enter the plant. issues Gate pass for vehicles. Printout of gate pass is handed over to the concerned lifter.

13. **Entry of Vehicles Inside Plant premises (Responsibility: CISF):** After thoroughly checking the vehicle, CISF allows the vehicle to enter inside plant premises. CISF will make necessary entries in their register and issue one day gate pass (entry Pass) mentioning Vehicle No. & DELIVERY/ SALES ORDER No
14. **Tare Weighment of vehicles (Responsibility: PPC):** Vehicles then reaches 100/ 80/ 60 MT weighbridge wherein their tare weight is captured. CISF at Weigh Bridge will check that the vehicle is empty. Weighment of vehicles at the weighbridge is done electronically. When vehicle is placed on the weighbridge platform, its weight is automatically transferred into the SAP system. No manual entry is done. A CISF staff is always stationed at the weighbridge. All the activities of weighbridge are carried out in presence of a CISF staff.
15. **Loading of Vehicles (Responsibility: Concerned loading department):** After tare weight, vehicles move to respective loading point for loading with gate pass.
16. On production of the gate pass, loading supervisor inspects the same and takes print out of the loading tally.
17. Loading is done thereafter by the loading department in presence of CISF staff. Loading tally signed by both loading supervisor and CISF personnel after completion of loading.
18. **Issuance of Online Delivery Advice (Responsibility: loading department):** After completion of loading, loading departments issue Delivery Advice (DA) also called Challan to the concerned lifter
19. **Gross weighment of vehicles (Responsibility: PPC):** Now the vehicle is escorted by CISF staff back to the weighbridge wherein tare weight of taken. On the basis of the challan, weighbridge captures gross weight of the trailer. Weighbridge operators mention gross weight, net weight and time of gross weight into the challan and put his signature on it.
20. **Generation of E-way Bill No. (Responsibility: Finance):** E-invoice/ E-way bill is generated by the finance department. Along with gross weight, invoice is automatically prepared in the system. However, printout of invoice cannot be taken until corresponding E-way bill no, is generated.
21. **Handing over Invoice to the Lifter (Responsibility: PPC):** Printout of invoice is generated at the weighbridge and handed over to the concerned lifter.
22. **Signing of Invoice (Responsibility: Finance):** Invoice is signed by a finance staff.
23. **Final Exit from Plant premises (Responsibility: CISF)** Then the vehicle moves towards plant gate for exit. On the basis of invoice and challan (DA), CISF allows the trailer to exit from plant.
24. **Vehicle is going out as empty (Responsibility: CISF, loading Department)** In case of unavoidable circumstances if any empty vehicle of the lifter entered through all formalities has to be returned empty, an authorised executive of the loading Department and CISF personnel at the Vehicle gate will jointly inspect over and above re-weighment of vehicle at weigh Bridge and certify that the vehicle is going out as empty. Circumstances & reasons will be recorded and signed.

## APPENDIX- I

### SCHEDULE OF QUANTITY (INDICATIVE) FOR DISPOSABLE ITEMS (Annexure 2.1.11-1 of TS)

SL	ITEM DESCRIPTION	UNIT	QUANTITY
1.	DISMANTLED MILD STEEL SCRAP	MT	16810
2.	DISMANTLED RUSTED MILD STEEL SHEETS (Roof and Side sheeting)	MT	656
3.	DISMANTLED REFRACTORY SCRAP	MT	350
4.	DISMANTLED CAST IRON SCRAP	MT	250

### SCHEDULE OF QUANTITY (INDICATIVE) FOR NON-DISPOSABLE ITEMS (Annexure 2.1.11-2 of TS)

SL.	ITEM DESCRIPTION	UNIT	QUANTITY	REMARKS
1.	Electrical Cables	KM/Ton	9.5/47.5	To be retained by ISP

## Annexure 2.2.1-1

### TENTATIVE IMPLEMENTATION SCHEDULE

Sl.	ACTIVITY	MONTHS											
No.		1	2	3	4	5	6	7	8	9	10	11	12
1	Disconnecting, Blanking, dismantling of electrical items, retrieving of cables, transportation & handing over of cables to ERS, ISP												
2	Removal of left out materials in LS & HS mill area												
3	Dismantling of all overhead EOT cranes												
4	Dismantling of Refractories												
5	Dismantling of Complete structural and selective civil Items												
6	Cleaning of LS & HS mill and transportation of debris												

Rakesh Roshan)  
AGM(Marketing)



**STEEL AUTHORITY OF INDIA LIMITED**  
**(A Govt. of India Enterprise)**  
**IISCO STEEL PLANT**  
**Materials Management Department, Marketing Wing.**

**ONLINE FORWARD AUCTION NOTICE**

Reference above the bidders are requested to note the following bidding strategy in the above cited OFA notice.

1. There will be a two stage bidding process. One-line seal bid (Dynamic) followed by Forward Auction.
2. On line seal bid (Dynamic) to be taken for each lot before FA for a fixed time slot of 45 minutes.
3. Sealed Bid Auction start time is 12:00Noon and end time is at 12:45 PM
4. There will be no auto extension in the Sealed bid stage even if a lot ends at No Bid within the stipulated time period.
5. Only those bidders who have placed their bids in On line seal bid stage will be allowed to participate in final FA.
6. After the completion of the First stage, the second stage of Forward auctions to be started after 2 hours.