

**STEEL AUTHORITY OF INDIA LIMITED**

(BOKARO STEEL PLANT)

(A GOVT OF INDIA ENTERPRISES)

BOKARO-827001

MARKETING DEPARTMENT

Forward e-Auction No: 24000709

**Sub: Sale of Materials by Auction Through Internet****SAIL FA 1 will be applicable for the contract. (Available on <https://www.sailtenders.co.in> & [www.metaljunction.com](http://www.metaljunction.com))**The following materials will be auctioned through the website on 19.08.2015 @ **2:30 PM**  
<http://auction.metaljunction.com> by our auctioneer M/S mjunction Services Limited

On "As is where is" and "No Complaints" basis as under:

**FA : 24000709****Date: 19.08.2015**

SL NO	LOT NO	LOCATION / AREA	ITEM DESCRIPTION & REMARKS	QTY (UOM)	LIFTING PERIOD (Days)
1	10008576	RMP	3 Nos Screw conveyer, chutes & its assem Note: - WRITE OFF OF MASS & POWDER SHOP OF RMP	30 (TO)	150
2	10008574	RMP	Ball Mill, Vibro-Screen, Belt Elevator & Note: - WRITE OFF OF MASS & POWDER SHOP OF RMP	25 (TO)	150
3	10008575	RMP	Bunkers & Hoppers & its assembly. Note: - WRITE OFF OF MASS & POWDER SHOP OF RMP	230 (TO)	150
4	10008572	RMP	Disintegrator M/C, Vibro-Screen, Belt El Note: - WRITE OFF OF MASS & POWDER SHOP OF RMP	10 (TO)	150
5	10008571	RMP	Entire Ventilation system including dust Note: - WRITE OFF OF MASS & POWDER SHOP OF RMP	35 (TO)	150
6	10008580	RMP	Hammer crusher & its assembly Note: - WRITE OFF OF MASS & POWDER SHOP OF RMP	7 (TO)	150
7	10008573	RMP	Jaw crusher with Chain Elevator, Bunker Note: - WRITE OFF OF MASS & POWDER SHOP OF RMP	10 (TO)	150
8	10007741	Township WCSY	OLD LIGHTING TOWERS OF 30MTRS & 45MTRS. Note: - DISMANTLING, COLLECTIONG & DISPOSAL OF 100NOS. OF OLD LIGHTING TOWERS FROM DIFFERENT LOCATION OF PLANT	480 (TO)	180days
9	10008568	RMP	Overhead Crane & its Accessories (whole Note: - WRITE OFF OF MASS & POWDER SHOP OF RMP	25 (TO)	150
10	10008578	RMP	Pan Mill & its assembly Note: - WRITE OFF OF MASS & POWDER SHOP OF RMP	15 (TO)	150
11	10008567	RMP	Roof and other structures of Mass & Powd Note: - WRITE OFF OF EQUIPMENTS OF MASS & POWDER SHOP OF RMP	350 (TO)	150
12	10008570	RMP	Rotary drier, platform & its assembly Note: - WRITE OFF OF MASS & POWDER SHOP OF RMP	50 (TO)	150
13	10008581	RMP	Sand Screen & its assembly Note: - WRITE OFF OF MASS & POWDER SHOP OF RMP	5 (TO)	150
14	10008582	RMP	Steel Pallets Note: - WRITE OFF OF MASS & POWDER SHOP OF RMP	10 (TO)	150
15	10008569	RMP	Total Belt conveyer line & its assembly	40 (TO)	150

SL NO	LOT NO	LOCATION / AREA	ITEM DESCRIPTION & REMARKS	QTY (UOM)	LIFTING PERIOD (Days)
			Note: - WRITE OFF OF MASS & POWDER SHOP OF RMP		
16	10008577	RMP	Tube Mill & its assembly Note: - WRITE OFF OF MASS & POWDER SHOP OF RMP	50 (TO)	150
17	10008579	RMP	Well Mix machine & its assembly Note: - WRITE OFF OF MASS & POWDER SHOP OF RMP	8 (TO)	150

SAIL FA-1 APPLICABLE FOR THE CONTRACT COMPREHENSIVE GENERAL TERMS & CONDITIONS FOR SALE OF SECONDARY MATERIAL BY E-AUCTION IS AVAILABLE AT OUR WEBSITE "www.sailtenders.co.in" VIDE REF. NO. MKTG/2010-11/1580 DATED 18.02.2011

.....AGM / DGM (Marketing)  
(Ph. No.- 06542 240382) / (Fax No.- 06542 245012) / (Email - bsl.mktg@sailbsl.in)

**NOTE: EXCISE DUTY IS NOT PAYABLE ON REMOVAL FOR LOT NO. 10007741 AT SL. NO. 9 OF ABOVE CATALOGUE. FO DETAILED AUCTION NOTICE REGARDING THIS LOT MJUNCTION SERVICES LTD MAY BE CONTACTED.**

**EMD Structure :**

SI No 1 to 7 & 9 to 17:

Rs.50,000/- (Rupees Fifty Thousand only) for one time time (one auction) participation or standing EMD of Rs. 1,00,000/- (Rupees One lakhs only)

SI No 8 :

Rs. 1,00,000/- (Rupees One lakhs only) for S NO-8-LOT NO. 10007741 OLD LIGHTING TOWERS OF 30MTRS & 45MTRS.

Note : Bidder must fulfill the ELEGIBILITY CRITERIA for participation in S NO- 8

-LOT NO. 10007741 OLD LIGHTING TOWERS OF 30MTRS & 45MTRS. (mention below in TS )

**TENDER SPECIFICATION FOR LOT NO.  
10007741 FOR DISPOSAL OF OLD LIGHTING  
TOWER OF 30 MTRS & 45 MTRS**

**CONTENTS – CHAPTERS**

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II	Schedule of quantities – Dismantling of steel structures	1
III	Schedule of quantities – Dismantling of mechanical items	1
IV	List and location of Lighting tower	1

## CONTENTS – SCHEDULES

<b>Schedule No.</b>	<b>Description</b>	<b>No. of pages</b>
2.1.1-1	Price schedule for purchase of dismantled materials from employer	1

## INTRODUCTION

- 1.1 Bokaro Steel Plant (BSL) is one of the integrated steel plants of SAIL situated in Bokaro, Jharkhand. Different types of fixed type lighting tower are installed at different location of Bokaro steel Plant for area lighting inside Plant premise. Height of this fixed type lighting tower is either 30 meter or 45 meter. 100 nos. of lighting towers were written off and it will be disposed off. Out of these 100 lighting towers,90 nos. of lighting tower is of 30 meter height and remaining 10 nos. of lighting tower is of 45 meter height.
- 1.2 Each fixed type lighting Tower consists of one fixed type lattice lighting tower of either 30M or 45M height and its accessories like 1\*400W lamp fixtures,2\*400W lamp fixtures, cable for power supply, Ballast, Igniter, control gear box, Switches , ICTPN etc.
- 1.3 Intent of this specification is to obtain offers from suitable parties for disposal of 100 nos. of old lighting tower as per battery limits 'as is where is' basis.Out of these 100 nos. of lighting tower, 90 nos. of lighting tower are 30 Meter height and 10 nos. of towers are of 45 meter height.
- 1.4 While dismantling the lighting tower, the successful tenderer shall ensure that the other equipment/structure in vicinity of this structure remain unaffected. Some components of the lighting tower shall be retained by Employer for their use and such items shall be handed over to Employer after dismantling. All the components of the lighting tower broadly fall into following categories.
  - Structural steel of lighting tower.
  - Lighting fixtures and its accessories viz. Lamp , Ballast , Igniter, switches , ICTPN etc.
  - Cables.

### 2.1 TECHNICAL SPECIFICATIONS

Different types of fixed type lighting tower are installed at different location of Bokaro steel Plant for area lighting inside Plant premises. This proposal is for disposal of 100 nos. of fixed type lighting towers. 90 nos. of this lighting tower is of 30 meter height and remaining 10 nos. of lighting tower is of 45 meter height. Each tower consists of at least 4 nos. of lamp fixtures, its control gear box, ballasts, Igniter, ICTPN/Switch, cables etc. Presently lamp fixtures are either not working or not available on the lighting tower . 3.5 core cable of different size are provided for supplying power to these lighting fixtures. One ICTPN/Switch is installed in each Tower for switching ON and OFF of power supply for working in this tower. Approximate weight of each 30M and 45M tower is 4.57 T and 6.87 T respectively.

### 2.2 Scope of Work

#### 2.2.1 General

- i) The old lighting tower shall be dismantled from top to bottom after taking all safety measures /with the help of crane ,so that dismantled part of tower may be placed at desired location. If crane is required, then crane must be able to reach 45 meter height. **Such type of crane will be arranged by tenderer at their own cost.**
- ii) **All manpower, tools and tackles required in dismantling of lighting tower will be arranged by successful tenderer at their own cost.**
- iii) All items, which are to be handed over to the Employer (BSL), shall be cleaned and handed over at the designated site store. These items are listed at **Annexure I**. Utmost care shall be exercised in dismantling and handling of these items. All other items i.e. structural steel of these lighting towers shall be the property of the successful tenderer and shall be taken out of the plant by him. The work site shall be handed back in a neat and clean condition to the Employer. If the successful tenderer wishes to dump any of the dismantled material, the same shall be at a site earmarked by the Employer.
- iv) The successful tenderer shall ensure that during execution of the work, the equipment and structures of adjoining area do not get damaged in any way. Repair of any structure/ equipment, damaged as a result of any action on the part of the Tenderer, shall be entirely in the scope of the Tenderer free of cost to the Employer. The successful tenderer shall provide temporary protection for all plant and equipment in the vicinity of the work site.
- v) While starting the dismantling work, the tenderer shall ensure that all electrical connections & instruments of Old Lighting Tower have already been removed.
- vi) No Equipment for dismantling shall be made available from employer for any work.
- vii) The site work shall be carried out by the successful tenderer causing minimum interference to the adjacent operating plant. Details of shutdown of any operating unit, if required, shall be mutually discussed and agreed upon with the Employer. The request for shut down shall be made by the successful tenderer and the consent of the employer shall be obtained in writing before undertaking the work. Responsibility for necessary co-ordination prior to and during shutdown shall rest with the successful tenderer.
- viii) During dismantling, lots shall be made at a site earmarked by the Employer before the successful tenderer is given the permission to lift the material "as sold". Before leaving the Employer's premises, the outgoing materials i.e Structural steel will be weighed and joint records maintained between the Employer and the successful tenderer.
- ix) Dismantled material including scrap and debris shall not be allowed to be accumulated at site and shall have to be removed regularly.
- x) The work shall be completed within 180 days from the date of handing over of the Old Lighting Tower to the successful tenderer after payment of scheduled amount.

xi) Price Schedule

- a) The prices shall remain firm during the tenure of the Contract. In case the Tenderer is unable to quote a firm price, the Employer reserves the right to reject the Offer.
- b) 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.
- c) Certification of quantum of work carried out by the successful tenderer will be done on the basis of joint records of the successful tenderer and the Employer.

2.2.2 **Dismantling**

The scope broadly covers the following:

- i) Fixed Type lighting Tower of 30M-90 nos.
- ii) Fixed Type lighting Tower of 45M-10 nos.
- iii) Removal of all Lighting fixtures with accessories before dismantling of Tower.
- iv) Removal of all power supply cable before dismantling of Tower.
- v) Removal of all ICTPN and accessories before dismantling of Tower.

The schedule of quantities is indicated in Annexure-II and III

2.2.3 Temporary Facilities

The following equipment and facilities, if required, shall be arranged by the successful tenderer at their own cost:

- i) **If crane is required, then crane must be able to reach 45 meter height. Such type of crane will be arranged by tenderer at their own cost.**
- ii) **All manpower, tools and tackles required in dismantling of lighting tower will be arranged by successful tenderer at their own cost.**

- iii) Yard/temporary open area for storage of all materials and equipment under the scope of dismantling. Space shall be earmarked by Employer.

2.2 **PROCEDURE FOR DISMANTLING**



The procedure to be followed during dismantling is elaborated below:

### 2.2.1 General

- i) Before starting of the dismantling work, manpower, all necessary equipment, tools and tackles shall be kept ready at site. In addition to this, the approach to and from the Old lighting Tower for the purpose of dismantling and removal of dismantled materials shall also be made ready.
- ii) Since the site is in the vicinity of different types of installations/ gas pipelines/water pipelines/railway track, etc. Written clearance from different sections has to be taken on daily basis before starting the dismantling job.
- iii) Temporary protection on such items of plant and equipment in the vicinity of lighting tower, which are likely to suffer damages as a result of dismantling operation, shall be provided. Utmost care and road safety has to be taken on main road as the site is located very nearer to it.
- iv) Sequence of safe dismantling needs to be discussed and finalized on daily basis with the help of DNW

### 3.1 **SPECIAL INSTRUCTION TO TENDERER**

- 3.2 This tender specification shall be read in conjunction with the 'General Conditions of Contract' and other documents which form a part of this Tender.
- 3.3 Only those tenders shall be accepted which quote for the entire package including dismantling, disposal and buying of dismantled materials from Employer as per this tender specification.
- 3.4 The Tenderer shall carefully study the technical specification and scope of work before submitting the offer. The quotation shall be submitted in accordance with the specification. No deviation from tender specification will be allowed.
- 3.5 The Tenderer should inspect the site and take due note of the working conditions, practices and arrangements in vogue in the plant and satisfy himself as to the nature and quantum of work before submitting the offer.
- 3.6 Since more agencies may be working at site simultaneously, the successful tenderer shall have to work in close co-operation with them ensuring smooth and safe working.
- 3.7 The successful tenderer shall do all necessary site work and construction of the site office/stores as may be required by him.
- 3.8 All temporary lighting work required for executing this work shall be done by the successful tenderer and all materials, such as light fittings, hand lamps, distribution

boars etc. shall be arranged by him. All such work complies with safety standards and electricity rules.

- 3.9 The employer reserves the right to interrupt or alter the sequence of work, whenever such interruption or alternation is necessitated due to any special requirement at site or as thought best by the Employer in the overall interest of the plant, without any financial implications whatsoever.
- 3.10 While carrying out the dismantling work, the successful tenderer shall provide shoring or strutting as necessary, to protect the adjacent foundations, building, installation or plant from damages.
- 3.11 The successful tenderer shall not off-load the contract or part thereof to any sub-contractor without written permission of the Employer.
- 3.12 The successful tenderer shall be responsible for providing watch and ward for materials, tools and tackles and his office/stores.
- 3.13 The Employer will provide free of cost construction power and water at one central point near the work site.
- 3.14 The entire job shall be carried out under the overall supervision of the Employer/ Executing Authority
- 3.15 The Employer shall have the authority to make any alternation in, omission from, addition to, substitution for the original specification, design and instruction that may appear to be necessary or advisable during the progress of the work and the Tenderer shall be bound to carry out the work in accordance with the instruction, which may be given to him by the Employer from time to time. Such alteration, omission, additional or substituted work, which the tenderer may be directed to do in the manner specified above as part of the work, shall be carried out by the Tenderer on the same conditions as agreed for the main work and at the same rates as are specified in the contract for the main work.
- 3.16 All materials and equipment brought to site shall not be removed from the site without written permission of the Employer. This is also applicable to equipment hired by the successful tenderer 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 BSL rules.
- 3.17 The responsibility of loading, unloading and safe custody of the material till placement in the Employer's stores or till dispatch shall rest with the successful tenderer. The materials shall be unloaded at the Employer's stores/dump yard within the stipulated working hours by the Tenderer.

- 3.18 The successful tenderer shall be liable to pay penalty for any equipment/item damaged by him in course of carrying out the work.
- 3.19 The Tenderer shall also ensure regular dumping of debris/ arising to the dumping sites allotted for this purpose by the Employer. Such sites will be within 5 km of the work site.
- 3.20 The successful tenderer shall acquaint himself, with all statutory regulation such as 'Indian Electricity Regulations', 'Indian Explosives Act,' 'Indian Boiler Regulations', 'Indian Factories Act', 'Indian Petroleum and Carbide Act', 'Model Code of Safety Regulations', 'Electrical Safety Code' etc. as relevant to the job and shall follow the same. The successful tenderer 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 building shall be the responsibility of the successful tenderer.
- 3.21 Gas cutting in fire hazardous areas shall be done with proper planning and shall start only after clearance from the Employer.
- 3.22 The successful tenderer shall also strictly follow the safety rules, regulations and instructions issued by the safety department of Bokaro Steel Plant. In absence of a particular reference by Bokaro Steel Plant, the successful tenderer shall refer to relevant Indian Standard codes and practices and also the state government rules and regulations. The Tenderer shall be personally responsible for the safety of his workmen and shall be liable for prosecution in case of any accident.
- 3.23 The successful tenderer shall supply all safety appliances to his personnel working at site (as per BSL safety norms). These shall include safety shoes, helmets, hand gloves, etc. He shall also ensure use of these safety appliance during work at site.
- 3.24 Time bar chart, mutually agreed to between the Employer and the successful tenderer, shall form a part of the contract and shall not be arbitrarily changed. The tenderer shall confirm to the time bar chart which will be monitored by the executing authority.
- 3.25 The successful tenderer shall submit daily/weekly/monthly progress report of work in the required proforma furnished by the Employer.
- 3.26 The Tenderer shall employ sufficient supervisory staff to look after the work at site. The Tenderer shall furnish along with the offer, an organization chart with responsibilities mentioned therein for carrying out the work.
- 3.27 In case of slippage from the agreed bar chart, the successful tenderer shall augment manpower as directed by the Employer for the successful and timely completion of the work. The successful tenderer shall work extra shift/hours, provide additional motivation to his personnel, if required to adhere to the schedule, at no additional cost to the Employer.

- 3.28 The tenderer shall submit a time bar charts indicating the starting and completion dates of all major activities, based on a total dismantling/disposal period of **maximum six (06) months** without which the offer may not be consider.

In the event of delay due to reasons beyond the control of the contractor, time extension can be considered on the request of the contractor and with the recommendation of the executing authority.

#### **4.1 Eligibility Criteria**

- 4.2 **Tenderers must have experience of dismantling fixed type lattice tower / steel structural of 30 meter height or above. The tenderer has to furnish job completion certificate in this regard.**

- 4.3 **The tenderer must not have been disqualified/black listed for bidding within a period of 3 preceding years from the date of submission of the tender as fixed above by any competent court of law, forum or any Govt. or statutory entities. The tenderer has to furnish a declaration through affidavit along with his documents in support of not being disqualified.**

## 5.0 Annexure-I

### **LIST OF MATERIALS TO BE SALVAGED AND RETURNED TO EMPLOYER**

1. All types of lighting fixtures
2. Cables
3. ICTPN
4. Switches
5. Ballast
6. Ignitor
7. Gear box

**SCHEDULE OF QUANTITIES – DISMANTLING OF  
FIXED TYPE LIGHTING TOWER**

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Approx.Weight of each Tower(T)</b>	<b>Total weight (T)-Approx.</b>
1.	Dismantling of fixed type lighting Tower of height 30M	Nos.	90	4.57	411.3
2	Dismantling of fixed type lighting Tower of height 45M	Nos.	10	6.87	68.7

**PRICE SCHEDULE FOR PURCHASE OF MATERIALS FROM EMPLOYER**

<b>Sl. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Apprx. Qty.</b>	<b>Rate per unit</b>	<b>Amount in Rs.</b>
1.	Structural Steel of Fixed type Tower	Ton	480		

Note: 1. The above rates should take into consideration the cost of dismantling of the complete lighting Tower including transportation of the dismantled material as detailed in the Tender Specification.

**Annexure-IV**

**LIST AND LOCATION OF LIGHTING TOWERS TO BE DISPOSED**

S.N	LOCATION	NOS. OF TOWER
1	COKE OVEN TIPPLER AREA	6
2	RMP TIPPLER AREA	7
3	SWS RAEA	8
4	RMHP RAW MATERIALS STORAGE AREA	13
5	BF SLAG DUMP/SGP	38
6	SSD	5
7	HRCF AND CRM	9
8	CCD AND SLUDGE COMPARTMENT	8
9	SCRAP BURSTING YARD	6
	<b>TOTAL</b>	<b>100</b>

SAIL FA-1 APPLICABLE FOR THE CONTRACT COMPREHENSIVE GENERAL TERMS & CONDITIONS FOR SALE OF SECONDARY MATERIAL BY E-AUCTION IS AVAILABLE AT OUR WEBSITE "www.sailtenders.co.in" VIDE REF. NO. MKTG/2010-11/1580 DATED 18.02.2011

.....AGM / DGM (Marketing)  
(Ph. No. - 06542 240382) / (Fax No. - 06542 245012) / (Email - bsl.mktg@sailbsl.in)



**STEEL AUTHORITY OF INDIA LIMITED**  
**BOKARO STEEL PLANT**  
**MARKETING DEPARTMENT BOKARO STEEL CITY JHARKHAND – 827001**

1) Various categories of Iron & Steel items in lots / Future Arising / By Products / Used and Rejected stores item / surplus items / Idle Assets etc. as per details given in Auction Schedule (Annexure-A), are available for sale on “as is where is” & “No Complaints” basis through Online Forward Auction / tender process on the Auction platform of M/s mJunction Services limited, <http://auction.metaljunction.com>

2) Customers intending to purchase any of the lots / items shall have to submit the following by 5:30 PM, latest by 01 (One) day prior to the auction date as mentioned in Annexure-A in the office of the M/s mJunction Services Limited as per addresses mentioned in (Annexure-F).

- a. A **letter of interest** in the format given at “Annexure – B” is to be send at [loi@mjunction.in](mailto:loi@mjunction.in) only.
- b. “General Rules & Regulations governing conduct of Online Auction on the Service Provider Platform” (Annexure-C)
- c. “Definition of Key Terms”, (Annexure-D).
- d. “General Terms & Conditions for Sale of Materials” (Annexure-E)
- e. Earnest Money Deposit (EMD) as indicated or **Rs.50,000/- (Rupees Fifty Thousand only)** for one time (**one auction**) participation or standing EMD of **Rs. 1,00,000/- (Rupees One lakhs only)** for participation in all future forward auction. No interest shall accrue on EMD.
- f. All the Annexures B to E are to be duly signed and stamped on each page as a token of acceptance of the same.
- g. All the Annexures A to F including this notice can be downloaded from the Metal junction website [<http://auction.metaljunction.com>] and SAIL tenders website ([www.sailtenders.co.in](http://www.sailtenders.co.in))

3) Earnest Money Deposit (EMD) shall be deposited in the form of RTGS / NEFT drawn on any schedule bank, in favour of “M/s mjunction services limited” or through any other modes as mentioned in Annexure-E (Clause No: 4(B)). Payment of EMD other than above mode shall not be entertained.

4) Be it known that no Interest shall be payable on Earnest Money Deposit (EMD) amount.

5) The Service provider viz., M/s mJunction Services Limited will provide a “user ID (member name)” and a “Password” to each individual customer, who will submit required EMD and the documents stated as 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.com>]. Before actual participation, the customer may obtain necessary help from the Service provider so as to enable him or herself to participate in the Online Auction process without any difficulty.

6) Bidders shall bid Unit Rate (Rs. Per Tonne / per piece / per lot / per unit) exclusive of excise

duty, levies, sales tax, entry / exit tax, octroi etc, against each lot / item. All Duties, Taxes and Levies as applicable at the time delivery shall be paid by the buyer as extra along with cost of material in advance before issue of Delivery Order by the Marketing Department / BSL.

**7)** Final Bids given by the successful bidders in the Online Auction process shall be kept valid for maximum 15 (fifteen) working days (30 working days for Idle Assets) from the date of auction for acceptance by the Management.

**8)** 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 of the company shall be final & binding.

**9)** In case where none of the bid given by the customers in online auction process is acceptable, the EMD for the one time participant shall be refunded within 10 days from the date of rejection of their offer. However no claim whatsoever shall be entertained if refund is delayed due to bidder. EMD of the permanent customer shall be retained by BSL for their participation in future.

**10)** Letter of Acceptance / Sale Offer (SO) will be issued to the successful bidders whose bids are acceptable to the Management.

**11)** Security Deposit: Copies of requisite documents duly notarised for opening of Sale Order / contract viz. Affidavit of Proprietorship / Partnership deed / Articles & Memorandum of Association as the case may be, Sales Tax Registration and clearance certificate, Income Tax clearance certificate, Information sheet, end use declaration, Undertaking as given earlier, affidavit of capacity assessment certificate in case of Consumer / Rolling Mills, Explosive License for Bye-Product items, or any other statutory documents (where it is needed) along with Security Deposit (SD) @ 3% of the total quantity of material as per bid rate shall have to be deposited by the Successful Bidders in the form of NEFT / RTGS / FUND TRANSFER / SBI COLLECT drawn on any nationalised bank in favour of "SAIL / Bokaro Steel Plant" payable at Bokaro Steel City or Chas within 5 days from the next day of issue of Offer Letter for issue of Sale Order / contract. The material cost along with the applicable ED and Sales Tax etc shall have to be deposited by the buyer in the form of NEFT / RTGS / FUND TRANSFER / SBI COLLECT drawn on any nationalised bank in favour of "SAIL / Bokaro Steel Plant" payable at Bokaro Steel City or Chas within 7 days from the next day of issue of Offer Letter for the issue of Delivery Order.

**12)** In the event of failure on the part of the bidder to pay the Security Deposit against any lot within specified period, or defective Bank instrument in regard to Security Deposit, the EMD subject to maximum of Rs. 1,00,000/- (Rupees One lakh only) of the bidder will be forfeited and they shall be debarred from participating in future auctions for next three months and they shall be debarred from participating in future auctions for next three months.

**13)** Delivery Order will be issued on receipt of confirmation of encashment of payment instrument for cost of material together with duties, taxes, levies etc as applicable.

**14)** If the customer fails to make payment for lots even after 17 days from the next day of issue of offer letter, the Management may at its option cancel the sale relating to the lot(s) forfeiting the EMD subject to maximum of Rs. 1,00,000/- without issuing any prior notice to the bidders & such lots will be re-auctioned thereafter. The Customer will additionally be debarred for three months from participating in further FAs.

**15)** Payment terms, Penalty for delayed payment, Issue of Delivery Order, delivery of materials from the yard, Ground Rent, Forfeiture etc. shall be governed by the "Terms & Condition of Sale of Materials " as per Annexure-E.

**16)** Payment by Cash / Cheque will not be accepted.

**17)** Payment by Credit note will not be accepted against EMD, Security Deposit.

**18)** 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 the time mentioned in Annexure-A for the item from the date of issue of Delivery Order.

**19)** Successful bidders will have to make their own arrangement for collection / removal and transportation of the materials purchased by them from the lot site, wherever Cranes are required for loading, it shall be provided by BSL free of cost.

**20)** If for any reasons beyond the control of the company all the materials offered through the online Auction process or part thereof cannot be delivered, the liability of the company will be limited only to the extent of refund of the Security Deposit and proportionate amount paid by the customer as applicable without interest for the quantity not delivered without interest subject to fulfilling formalities regarding refund claims.

**21)** Potential Bidders shall be allowed to inspect the materials (samples in case of future Arisings) / lots (in case of Lot sale) at site during working hours from 9.30AM to 4.30 PM excluding the Holidays with prior appointment. Bids shall be deemed to have been made on clear understanding that intending Bidders have satisfied themselves fully in regard to the nature, conditions, quality and quantity of lots upon inspection or otherwise." No claim" on such account shall be entertained by the plants once the bid is made. .

**22)** The sale of materials shall be governed by the terms and details mentioned in ANNEXURE-C, D, & E.

**ANNEXURE-B**

**LETTER OF INTEREST:**

**To**

THE GENERAL MANAGER (MARKETING)  
SAIL, BOKARO STEEL PLANT  
Ispat Bhavan,  
Bokaro Steel City – 827001

Date of Auction: .....

Auction reference No: .....

Dear Sir,

(1) We are interested in participating in the Online Forward Auction notified vide your notice no. dated for above mentioned Online forward Auction Notice. We also agree to abide by all the instructions contained in the above indicated Online Forward Auction notice, General Rules and Regulations governed in Conduct of Online Auction and your Terms and Conditions for Sale of Material by Auction, to the extent not modified in this online Forward Auction Notice.

(2) We are hereby submitting the applicable EMD of Rs.....(Rupees.....only) as per following details in favour of M/s mJunction Services Ltd for participating in the above online forward auction.

O  
R

We are hereby submitting permanent EMD of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_only) as per following details in favour of M/s mJunction Services Ltd for participation in the above mentioned Online Forward Auction and also for participation in all the future forward auctions as permanent customer.

UTR No. \_\_\_\_\_

NEFT / RTGS / No. \_\_\_\_\_

Date, (Rs.)	Bank,	Branch,	Amount
_____			

OR

We have deposited a permanent EMD with you for Rs.....and our user ID that is

already given by you may be considered for taking part in the online forward Auction.

(3) We agree to offer our best bid in the Auction process and hold the same valid for 15 working days( 30 working days for Idle Assets) from the date of conduct of online Forward Auction .

(4) We are providing the following details of ourselves in connection with the above Online Forward Auction.

Name of the Company: \_\_\_\_\_

Company Regd. Address: \_\_\_\_\_

Consignee/Shipping Address : \_\_\_\_\_

Name of the Contact Person: \_\_\_\_\_

Contact Telephone Nos: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

FAX No.: \_\_\_\_\_

PAN No. \_\_\_\_\_

CST Reg. No: -----

TIN No. -----

VAT Reg. No: \_\_\_\_\_

Bank Name Branch Address: \_\_\_\_\_

Bank A/C No and Type: \_\_\_\_\_ e-

mailParticulars: \_\_\_\_\_

Enclosure : 1) Annexure C,D & E

Yours Faithfully,

Place \_\_\_\_\_

Date \_\_\_\_\_

(With Company's Seal) Signature of authorized Person

NOTE:

Party Code of BSL needs to be provided by all the customers who will be participating in the auction.

LOI is to be send at **loi@mjunction.in** cc to **shahid.imam@mjunction.in,**  
**k.manivasagan@mjunction.in**

**UNDERTAKING TO PHYSICALLY MOVE / TRANSPORT MATERIAL ON PURCHASE AGAINST CST  
WITH "C" FORM**

**(to be submitted on the letter head of the Party)**

1. NAME OF THE CUSTOMER:
2. ADDRESS OF THE CUSTOMER:  
(SOLD-TO-PARTY)
3. CONSIGNEE ADDRESS:  
(SHIP-TO-PARTY)
4. SALES TAX REGISTRATION No:
5. TIN NO:
6. PAN NO:

I hereby undertake to move / transport the materials on purchase against FA No: \_\_\_\_\_ dated \_\_\_\_\_ as per the shipping address outside the State of Jharkhand mentioned above against CST with "C" form. The "C" form shall be submitted in line with Clause No: \_\_\_\_\_ of the terms and conditions for sale of materials through online forward auction (Annexure-E).

For  
Signature: \_\_\_\_\_  
Full Name: \_\_\_\_\_  
Status: Director / Proprietor / Partner:  
Seal:

## **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 Bokaro Steel plant, Steel Authority of India Ltd (hereinafter referred as the "Client") on the Auction Platform of M/s mJunction Services Limited, (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 tender or online auction, of Bokaro 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. Collection of EMD, Letter of Interest etc. from the willing bidders and forwarding the same to the Bokaro steel Plant (Client).
  4. Defining of bidding rules for each auction in consultation with the client.
  5. Enhancing bidder awareness of and comfort with the auction mechanism and bidding rules
  6. Enlarging the customer base by introducing new bidders.
  7. Input of the Auction items and defining the bidding rule in the auction engine.
  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 fulfilment 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 minimum One day before the 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 take delivery of the items/Lots (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 mentioned at point No: 12 of the notice for Forward Auction i.e. forfeiture of the EMD and debarring them for future participation for 3 months.

4. In the event of winning an allotment in the auction mechanism, the bidder shall commit to fulfil 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

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

While it shall be the endeavour of "Service Provider" to specify these rules at the earliest for each online 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 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 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 "Service Provider" at least 01 day prior to the start of online auction will be given "Login ID" and "PASSWORD" to enable them view and participate in online auction. However a time of 10 working days shall be provided for in-between the date of the On line Auction Notice and the date of On line Forward auction so as to give sufficient time to the eligible bidders to be ready in all respect for taking part in 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" 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 fulfilment 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.

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. On line Auction conducted at Bokaro Steel Plant shall have exclusive jurisdiction of Bokaro Civil Court.

## **ANNEXURED**

### DEFINITION OF KEY TERMS:

Auction: Auction refers to a forum where the requirement for one/more lots of an item is stated and the participants (bidders) are required to bid down the price to be selected to supply the requirement. Online Auctions. Online auctions refer to those auctions conducted through the Internet with the bidders (from one or more locations) simultaneously bidding to be selected for supplying the item/s on auction. In other words, the venue for the auction is on an Internet website / platform. The "Service Provider's" website assigned by "Service Provider" would constitute venue for the purpose of the online auction.

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

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

Bidder: Bidder is the individual / business entity participating in the auction, intending to buy the items/Lots from the Client. To become a Bidder in the auction, a business entity has to secure client approval for participation and also provide written assent to the General Rules and Regulations Auction Engine. Auction Engine refers to the software that encapsulates the entire auction environment, processing logic and information flows. "Service Provider" is the sole owner of the auction engine and retains exclusive right over the utilization of the same.

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

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

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

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

The conditions include:

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

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

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

Auction Report: "Service Provider" would provide an Auction Report to the Client containing a summary of the auction proceedings and outcome. The Auction Report would constitute the official communication from "Service Provider" to the client about the outcome of the Auction.

## ANNEXURE – E

### GENERAL TERMS AND CONDITIONS FOR THE SALE OF MATERIALS BY ON LINE AUCTION / TENDER FROM BOKARO STEEL PLANT

1. MANAGEMENT: The Management will mean the Chief Executive Officer, Steel Authority of India Limited, Bokaro Steel Plant or any officer authorized by him to act on his behalf.

2. PURCHASER: The Purchaser will mean the successful bidder whose bid has been accepted under the terms of the online auction/tender process.

#### 3. TERMS & CONDITIONS:

(A) Bids are accepted on the assumption that the bidder are aware for what they are bidding for that the principle of "Caveat Emptor" shall apply. The sale is on the basis of " AS IS WHERE IS". The bidders will have to take delivery of materials from the site of storage with all faults and errors in description or otherwise, if any. Quantity, Quality, Size measurement, marks and number stated in the tender documents are approximate and no warranty or guarantee should be implied. The bidders / Tenderers are advised to inspect the materials before offering their prices.

(B) Inspection of Stores / Site: Interested parties will be permitted to see the materials from 9.30 Hrs to 4.30 Hrs daily on working days. Necessary entry passes may be obtained from the Receptionist/CISF.

#### 4. TENDER

##### FORMS:

(A) The tenderers will sign on each page of the tender documents from Annexure B to E, terms and conditions of sales, schedule etc. in token of acceptance thereof. However, the signature on the tender schedule along with the terms and conditions shall be deemed to be acceptance of all terms and conditions of sale & schedule and other documents forming parts of the on line auction / tender.

##### **(B) Earnest Money Deposit (EMD):**

Earnest Money Deposit (EMD) shall be deposited in the form of NEFT / RTGS / drawn on any Scheduled bank, in favour of M/S mJunction Services Ltd at any branch of HDFC Bank with CMS facility. A list of such branches has been uploaded at <https://auction.metaljunction.com>. Bank Account details of M/s mJunction Services limited are as follows:

The account details to be modified to ,

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

**\*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.**

- **Customers interested in participating in the tender / auction shall also have the option to furnish an interest free permanent EMD of Rs.1,00,000/-.**

In the event of award of sale, 3% of each lots 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. In the event of failure on part of the firm to make payment of SD within the stipulated time period or backing out, EMD amount subject to maximum of Rs. 1 lakh (Rupees one lakh only) per FA shall be forfeited along with debarring from participation in the further FAs for a period of 3 months. After this period is over, in case of permanent EMD, the customer can deposit the forfeited amount so that the permanent EMD is once again Rs.1 lakhs, before being granted the permission to participate afresh in the subsequent FAs.

**5.Submission of On line auction / Tender documents:** Documents will be submitted by the date and time stipulated in the Invitation to on line auction/Tender to the appropriate authority. The documents shall enclose the NEFT / RTGS towards the Earnest Money. The intending buyers may submit their documents either personally or through dak / courier to the office of M/s mJunction Services Limited.com as per Annexure-F. Any document / application for tender/ online auction received before the publication of the advertisement or after due date and time fixed as per point No: 2 of the notice shall not be considered.

(a) Successful Bidders will have to pay Security Deposit (SD) @ 3% of the total quantity of material as per bid rate in the form of NEFT / RTGS / FUND TRANSFER / SBI COLLECT drawn on any nationalised bank in favour of "SAIL / Bokaro Steel Plant" payable at Bokaro Steel City or Chas within 5 days from the next day of issue of Offer Letter for issue of sale order / contract. The material cost along with the applicable ED and Sales Tax etc shall have to be deposited by the buyer in the form of NEFT / RTGS / FUND TRANSFER / SBI COLLECT drawn on any nationalised bank in favour of "SAIL / Bokaro Steel Plant" payable at Bokaro Steel City or Chas within 7 days from the next day of issue of Offer Letter for the issue of Delivery Order. No money whatsoever lying at BSL on account of the party except Credit Note issued by BSL on account of past purchase shall be adjusted against any cost of material and all the intending buyers have to deposit the same a fresh. Delay in payment by the buyer may be permitted for maximum 5 days from the last due date of payment as per offer letter with interest @ 24% per annum. Delay in payment is not permitted for security deposit. The delayed payment shall not entitle a party for extra delivery time.



b) The successful party shall have to take delivery of the entire material falling under the category of items for which he has participated and is the H1 bidder within the period and from the area specified in the sale order / contract. The delivery time allowed shall be counted from the date of issue of sale order / contract.

(c) In the event of failure in taking delivery of the material by the party within stipulated time, the party may be allowed to take delivery of the balance quantity to complete the tonnage / clear the site from the purchased material. A time extension may be granted to the buyer on request and payment of ground rent @ 5% of the Basic value of left over quantity of material for extension up to 15 days and 10% of the Basic value of left over quantity of material for extension up to 30 days. No extension beyond one month shall be granted. Extension granted shall be counted from the next date of delivery order validity for the purpose of ground rent.

**6. Validity of Offers:** The Bid/quotations shall remain valid for 15 working days (30 working days for Idle Assets) from the date of conduct of online forward auction for acceptance by the Management.

**7. (a)** In case the date of online auction becomes a holiday the auction will be opened on the next working day.

**(b)** The Management reserves the right to accept or reject any or all the online auction/ tenders without assigning any reasons thereof at any stage.

**8. Conditional On line auction Auction/Tenders:** Conditional bids will not be considered.

**9. (a)** When the H1 price of a lot / item is approved, the purchaser shall be notified by an Offer Letter, which will be sent on E-mail / Fax / by hand / through courier. The offer letter will indicate full details namely the particulars of the materials, quantity, accepted rate, sale value, sales tax, other taxes, amount deposited towards earnest money and the date of making payment.

**(b) Security Deposit:** Duly filled up mandate form for e-payment, Copies of requisite documents duly notarised for opening of Sale Order / contract viz. Affidavit of Proprietorship / Partnership deed / Articles & Memorandum of Association as the case may be, Sales Tax Registration and clearance certificate, Income Tax clearance certificate, Information sheet, end use declaration, Undertaking as given earlier, affidavit of capacity assessment certificate in case of Consumer/ Rolling Mills, Explosive License for Bye-Product items, or any other statutory documents (where it is needed) along with Security Deposit (SD) @ 3% of the total quantity of material as per bid rate shall have to be deposited by the Successful Bidders in the form of NEFT / RTGS drawn on any nationalised bank in favour of "SAIL / Bokaro Steel Plant" payable at Bokaro Steel City or Chas within 5 days from the next day of issue of Offer Letter for issue of Sale Order / contract.

The refund of the security deposit is subject to the satisfactory execution of the order. The Management will be entitled to recover from the security deposit all the money due to the Plant concerning the sale.

(c) In the event of failure on part of the bidder to make payment cost of material within the date specified in the Offer letter, the Management may at its option cancel the offer/ sale relating to the lot/ items forfeiting the earnest money & security deposit without issuing any prior notice to the tenderers / bidders.

## **10. Taxes and Duties:-**

The Bidders must note that the bids are on 'Rupees per ton' basis exclusive of excise duty, CST/ VAT, TCS, ET if any, and other charges.

10.1 All taxes and duties whether local, state, central or any other shall be payable by the customer in full in addition to the sale value as applicable for each item at the prevailing rates as on the date of delivery. For all purposes, the date of invoice shall be deemed to be date of delivery. In case the customer wishes to avail of any concessional rate of Sales Tax as may be applicable as per statute, the customer shall have to produce declaration in statutory forms as per rules to avail concessional rate of Sales Tax whereupon necessary refund will be made as due under the law. Otherwise sales tax at full rate will be charged.

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

10.1.2 The penalty, if any, imposed by the Excise authorities for any non-observance of Excise procedure by the customer shall be borne by the customer.

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

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

10.2 Charge of Sales Tax (VAT / CST) and issue of Statutory Forms:

10.2.1 The applicability of the tax on the sales (VAT or CST) is determined on the basis of the movement of goods. (For instance goods loaded on board for movement within Jharkhand would attract VAT even though the customer is a registered dealer outside Jharkhand. Similarly in case of goods being loaded on board for movement outside the State of Jharkhand, CST would be chargeable even if the customer is a registered dealer under the Jharkhand VAT Act).

In case the goods have to be moved outside Jharkhand, the customer should declare the same at the time of submission of bid itself and Subsequently the customer shall deposit the differential amount of sales tax (i.e., "SD towards CST" = Full CST Rate – concessional CST Rate) which will be reimbursed on submission of following documents:-

- CST form "C".
- The consignee copy of RR / LR showing SAIL-BSL as the consignor and if goods are moved by road, the copy of the way bill / ED invoice.

For availing CST, the customer is required to move the material outside the State of Jharkhand. In case the goods are not moved outside the State of Jharkhand by the customer, then the customer will be liable to inform BSL within 15 days from the date of invoices for deposit of full rate of tax to Commercial Tax Department adjusting their "SD towards CST" in full for making this payment. Further, the customer will also be required to pay penalty of Rs. 10,000/- (Rupees Ten thousand only) for such default.

Customers outside the state of Jharkhand wishing to avail concessional CST shall be required to submit an undertaking in the standard format of BSL, Bokaro where "C" FORM will be submitted subsequently by the party, at the time of bidding itself.

For buyers not declaring in advance to submit / utilise "C" form, full CST rate shall be charged. If any such buyer submit CST declaration later, the same shall not be considered for refund.

For buyers interested in utilising "C" FORM, Sale Offers shall be issued with concessional CST rate along with a Security Deposit equal to **full CST rate less concessional rate against "C" FORM** of material value (including ED) called "SD towards CST" (apart from the existing Security Deposit of 3% in case of Auction and Tender sale Offers). This "SD towards CST" shall be returned interest-free to the buyer on submission of "C" form at Sales Tax Section (F&A) **within three months after the end of quarter** to which the purchase relates. Failure to submit the same within said period shall lead to forfeiture of the "SD towards CST".

**10.2.2** "C - Form" against concessional inter-state sales would be issued only by the **SOLD-TO** customer. Under no circumstances, the Form issued by **SHIP-TO** customer would be accepted.

Waybill (Sugam (P)) shall be issued to customers, in case of movement of materials within Jharkhand State.

**11. Payment:** On receipt of the Offer letter, the purchaser will deposit the amount as per details indicated in the Offer letter, by Demand Drafts or Pay Order or Banker's cheque, drawn in favour of Steel Authority of India Ltd, Bokaro Steel Plant, payable at Bokaro Steel City or Chas.

Cheques/Cash will not be accepted towards payment, however credit note issued by BSL towards balance amount of any previous purchase shall be acceptable only towards material cost and not against Security Deposit.

The payment of 3% SD and Cost of material shall be deposited in the form of NEFT / RTGS / FUND TRANSFER / SBI COLLECT drawn on any scheduled Bank in favour of "SAIL / Bokaro Steel Plant" payable at Bokaro Steel City or Chas. The Bank account details of SAIL / Bokaro Steel Plant in case of payment through NEFT / RTGS mode is as follows:

<b>Name of the Bank</b>	State Bank of India
<b>Branch Name</b>	Commercial Branch
<b>Address:</b>	Sector IV, Bokaro Steel City, PIN 827 004.
<b>Name of the beneficiary</b>	SAIL / Bokaro Steel Plant
<b>Account No.</b>	10887277388
<b>IFSC Code</b>	SBIN0000246
<b>MICR No.</b>	827002002

In case of any payment instrument towards the payment of SD or cost of material is found to be dishonoured during the clearing process for any reason, whether at the fault of the customer or / and their banker, the EMD & SD amount against that particular lot shall be forfeited without any prior notice to the Party and the Party shall be debarred from participation in auction for a period of three months.

(a) Extension of Date of Payment: A maximum of 5 days further extension may be given for making payment of cost of material with interest @ 24% per annum from the last due date of payment as per offer letter at the option of SAIL / BSL. No delay in payment will be allowed for security deposit.

If the customer fails to make payment for lots even after 17 days from the next day of issue of offer letter, the Management may at its option cancel the sale relating to the lot(s) forfeiting the EMD subject to maximum of Rs. 1,00,000/- and SD without issuing any prior notice to the bidders & such lots will be re-auctioned thereafter. The Customer will additionally be debarred for three months from participating in further FAs.

(b) For all the purpose the date of DA in case of Road Despatch and date of RR in case of Rail despatch will be deemed to be the date of delivery.

c) Delivery Order and delivery: -On receipt of payment from the purchaser towards Lot value including taxes and duties, BSL will issue a delivery Order which will enable the purchaser to take delivery of the materials from the stock holder. The Bidder/ tenderer is required to sign the Delivery Order. If this is not possible and if the Bidder/ tenderer desires to take delivery through his authorized representative, he must authorize persons by a letter of authority in the

prescribed format on non-judicial stamp paper of Rs.5/- duly notarised, which shall be presented to the appropriate Management. The letter of authority shall bear the photograph and specimen signature of the authorized representative duly attested by the Bidder / tenderer. BSL 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.

**12. (a)** Delivery by proxy will be at the purchasers sole responsibility and no risk and no claim shall lie against the Management on account, whatsoever, if delivery is effected to wrong person. The option of delivery of any item by rail or Road shall lie with BSL Management. In case of Rail Delivery, rail freight, under load, siding charge, demurrage etc. shall have to be paid by the buyer along with cost of material.

b) Actual Delivery: The buyer / his authorised representative shall take delivery of the material from the lot / area allotted on the basis of Delivery Order in terms of tonnage / number / lot / measurement. In case of big equipment / Plant / Unit sold, where whether the entire Plant / Equipment / Unit is delivered in one or different parts / lots, the delivery shall be on the basis of weight even when the prices quoted is for the entire unit / equipment / plant. For extra tonnage of the item, proportionate extra payment shall be required to be made by the parties with reference to the weight of the item mentioned in the tender / Delivery Order.

c) Weighment: The weighment of material as recorded on BSL's weighbridge / reflected in DA / RR shall be final and binding.

**13. (a)** Delivery time for removal of goods: The delivery of the materials will be effected "in situ" by the Management. Time is the essence of the contract. The goods sold will be removed by the buyer from the site within validity of the sale order / contract. Delivery of the materials will be made during working hours on all working days on presentation of Delivery Order by the purchaser to the officer in charge, who may suspend the delivery for a particular period of time for want of any clarification or other technical / operation reasons. The buyer will make their own arrangement for collection / removal and transportation of the items / lots purchased and will not be entitled to claim any facilities or assistance for the transport/ removal of the goods / lots from the Plant premise. The Management may, subject to the availability, extend at its discretion certain facilities such as cranes etc. on chargeable basis or otherwise for handling the lot. The fact that such application has been made to the Management or any delay on the part of the Management to grant such facilities does not entitle the purchaser for any extension of the delivery date.

(b) The removal of the materials within the stipulated period is not subject to the availability or otherwise of labour, wagons and such other factors as climatic conditions and transport etc. which is the responsibility of the purchaser.

(c) However the Management may, consider allowing extra delivery time in special circumstances / situation when delivery could not be done due to reasons such as strikes,

Bandh, failure of loading equipment / C&IT computer system or any other unforeseen reasons etc.

**14. (a)** No picking, sorting, cutting, cleaning or breaking up of goods of materials sold will be permitted, except in certain special circumstance where prior sanction for such a permissions has been accorded by the Management. Such permission will be accorded only for cutting or breaking of heavy/big pieces into loadable sizes and not processing.

(b) Whenever permitted, the purchaser shall carry out cutting, breaking and dismantling of the sold good for delivery in pieces under the supervision of authorised representative of Loading Unit / Delivery department.

The delivery Department will ensure proper identification of the items / equipment / installations and marking on them during cutting and dismantling works in order to avoid mixing of the sold items with any other assets of BSL. However, before starting the dismantling work, written approval of HOD concerned shall be obtained from Delivery Department / Loading Unit.

**15. 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 have 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 otherwise. 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 of the sale value of the undelivered quantity. He shall not be entitled to claim any damages, loss, profit, interest or compensation on any account due to such short delivery.

**16. Re-Sale:** The Management will not recognize Re-Sale. Sale Orders and release orders will be made out only in the name of actual Bidder or tenderer (Sold-to-Party).

**17. Custody and preservation of goods after sale :** The materials shall remain in every respect at the risk of the purchaser from the date of Sale Order/ contract is issued to the purchaser. The Management shall not be under any liability for the safe custody or preservation thereof from that date.

**18. (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 Order / Release Order any items or 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. SAIL / Bokaro Steel Plant reserves the right to reject any or all applications / offers partially or fully at any stage of the process / tenure or modify

the process / tenure or any part / term thereof any time without assigning any reasons No financial obligations, whatsoever, shall accrue to Sail / BSL in such an event.

(b) The Management reserves the right to dispose off any item by other means even after inviting Bidding/tenders for sale of such materials.

**19. Abandoned Goods:** The customer must effect complete removal of the goods from the site within the date specified in the release order / delivery order issued by SAIL / BSL. In case goods are not removed in full within the specified date, release order / delivery order for the left over quantity will be treated as cancelled. The goods so left over will be treated as abandoned goods at the risk and cost of the customer. SAIL will have full right on such abandoned goods and will be entitled to release or dispose off the same in any manner it deems fit without any reference to the customer. The customer will have no claim on goods treated as abandoned goods. In addition to forfeiting such abandoned goods, the value of the left over material, SD will also be forfeited. Penal action shall be taken as per special terms & conditions. The customer shall further be held liable for all commission and other charges and losses suffered by SAIL, which may be recovered from the Security deposit or any other sum due to the customer.

**20. Damage to Plant Properties:** The purchaser shall be fully responsible for any loss / damages that may be done to the premises, equipment, machineries, and other installations of the Plant or person in the course of removing the lot/ items 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 or through legal action whatsoever.

**21. Entry Passes to the Plant:** Admit / Area/ Gate Passes are issued to the representative of the purchaser by the officials of CISF, Bokaro Steel Plant, on the recommendation of the Custodian. The purchaser and their workers should not move about freely in the Plant, or Places other than they are required to visit for the purpose of taking delivery of materials purchased. Free movement of purchaser and their workers to any other area on the strength of the admit passes issued for particular area/ place/work is against Security Act. Purchaser are advised to enforce this requirement strictly and restrict their movement in the Place / Area specified in the admit passes or the place of taking delivery of concerned material. Non-observance of precautions under the Public Security Act, which may please be noted and also notified to the staff of the purchaser and workers. In case of necessity to proceed to an area, other the one noted in the admit passes, it is invariably necessary to get new area, added in the admit passes by the office of the issue. Any breach in the enforcement of safe custody and improper use of the passes would entail termination of the sale at any stage at the risk and cost of the purchaser.

**22. Compliance of Labour Laws Safety Rules:** During the period of the purchaser's workers are employed within Bokaro Steel Plant premises, they will be governed by the Labour Law and Rules, Factory Act and Rules and Bokaro 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.

**23. 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, Bokaro Steel Plant or Government or any other person or persons, including other Steel Plants under SAIL and adjusted against any claim of the Steel Authority of India Limited, Bokaro 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, Bokaro Steel Plant, or Government or such other person or persons including other Steel Plants under the Steel Authority of India Limited.

**24. Payment of Interest:** No interest will be paid on the amount paid by the Purchaser and subsequently found refundable under any of the condition mentioned herein.

**25. Illegal Gratifications:** Any bribes, commission, gifts or advantage given, promised or offered by or on behalf of the tenderer or his partner agent or servant or any one on their behalf to 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 the tenderer to the cancellation of this contract, aforesaid and also to payment of any loss or damage resulting in any such cancellation to this like extent.

**26. Arbitration:** All questions, claims, disputes or differences of any kind whatsoever arising out of or in connection with or concerning this auction/contract, at any time, whether before or after the determination of this contract, other than questions, claims, disputes or differences for the decision of which specific provisions have been made in the foregoing clauses of these conditions (hereinafter referred to as "excepted matters" and decision on which excepted matters according to the said specific provisions shall be final and binding on the parties to this contract and shall not be re-opened or attempted to be reopened on the ground of any informality, omission, delay or error in the proceeding or on any other ground whatsoever) shall be referred by the parties hereto for the decision by a Sole Arbitrator to be appointed as hereinafter mentioned. The parties shall serve the notice regarding the invoking of the arbitration clause hereto by registered post at their address given in the contract. Matters in question, dispute, claim or difference other than the excepted matters in respect of this contract to be submitted to arbitration as aforesaid shall be referred for decision to a Sole Arbitrator to be appointed by the Chief Executive Officer (CEO) Bokaro Steel Plant, Steel Authority of India Limited. In case the designation of the Chief Executive Officer (CEO) is changed or his office abolished, the officer who for the time being is entrusted with the functions of the Chief Executive Officer (CEO), Bokaro Steel Plant, Steel Authority of India Limited, by whatsoever designation such officer is called shall be the person designated to appoint the Sole Arbitrator. The Arbitrator so appointed shall adjudicate upon the disputes



between the parties hereto. The Sole Arbitrator appointed as stated above, shall from the time of his appointment and throughout the arbitral proceedings, without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality provided that the mere fact that such Sole Arbitrator is an employee of the SAIL, Bokaro Steel Plant shall not be regarded as such circumstance. The Arbitrator shall decide the questions, claims, disputes or differences submitted to him by the parties in accordance with the substantive law for the time being in force in India. The Arbitrator shall hear the cases independently and impartially and shall not represent the interest of any party. The question of procedure for conduct of the arbitration proceedings shall be decided by the Arbitrator in consultation with the parties before proceeding with the reference. The arbitrator may hold preparatory meeting(s) for this purpose. In the preparatory meeting(s) aforesaid the arbitrator in consultation with the parties shall also determine the manner of taking evidence, the summoning of the expert evidence and all such matters for the expeditious disposal of the arbitration proceedings. The arbitrator shall be entitled to actually incurred expenses only, in respect of preparatory meeting(s). The provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under, if any, and all modifications / amendments thereto shall deem to apply and / or be incorporated in this auction/contract as and when such modifications / amendments to the Act / Rules are carried out.

**27. Legal Jurisdiction** All kinds of Legal proceedings against the Steel Authority of India Limited, Bokaro Steel Plant in any matter arising out of the sale shall be triable only by the appropriate Civil Court of Bokaro.

**28.** The Bidders shall observe all the statutory provisions / levies of Central and State in the matter.

**General Manager  
(Marketing)**

**Ref. No. -- MKTG/1580/18.02.2011**

**STEEL AUTHORITY OF INDIA LIMITED**

(BOKARO STEEL PLANT)

(A GOVT OF INDIA ENTERPRISES)

BOKARO-827001

MARKETING DEPARTMENT

**REVISED**

**Sub: General Terms & Conditions for Sale of Materials by e-Auction Through Internet**

On **"As is where is" and "No Complaints" basis**

**SAIL FA 1 will be applicable for the contract. (Available on <https://www.sailtenders.co.in> & [www.metaljunction.com](http://www.metaljunction.com))**

<http://auction.metaljunction.com> by our auctioneer M/S mjunction Services Limited

**Other Terms & Conditions for Sale of Materials by Auction Through Internet as follow :-**

- 1 Taxes, Duties & TCS will be charged for the items as applicable.
- 2 PAN & TIN Issued by Income-tax department is essential for any financial transaction.
- 3 **For Secondary Steel & Ferrous Scrap:**  
All Secondary Steel and Ferrous Scraps in Steel Stores are loaded by BSL. The loading is FOT.
- 4 **For SSD Items:**  
HR Sheet Cutting from CRM Pre & Post Pickling Line mixed with weld Joints. Manual labour loading by the Buyer.  
HR Plate Sheet Cut.(HRM): Cut pieces of Plate/Sheet of different sizes, thickness with sample cut from HRCF - Manual Labour loading by the Buyer.
- 5 Items of BPP, BF(GCP DUST), RMP(DUST), RED, SMS(DUST), GU, CRM(FERROUS SULPHATE/OXIDES) are usually virtual lots.
- 6 Lots of Steel Stores, SSD, Zinc Items, Used/Rejected Mixed Alumina Silicate Bricks from Slag Dump Yard, and all Idle Asste Items are generally physical lots.
- 7 General Loading Conditions: By the Party with their own resources. Despatch by Road.  
Loading of items from BPP except all types of pitch-by the BSL. Loading of all types of Pitch items by the party with their own resources. Despatch by rail, if allowed, shall be informed separately.
- 8 JVAT on all the above items shall be applicable as per rule.
- 9 Delay in payment of material cost along with applicable taxes and duties by the Buyer shall be permitted with interest @ 24% per annum for a maximum period of (5) Local Bank (BS City/Chas) working days.
- 10 Delay in payment of Security Deposit by the Buyer is not permitted.
- 11 **Spilled Hot metal** (10 MT & below) SMS arising from SMS Mixer. Manual Labour loading by the Party.  
Age / Condition - Fresh & Good. Loading through Crane is also allowed for some bigger lots. Virtual Lots.
- 12 **Unbroken Cast Iron Boulder** from BF. Manual chiselling for breaking into loadable size required and loading by Crane by the Party.  
Age / Condition - Fresh & Good.  
The above lots are Virtual and will be despatched by Road only.
- 13 **Turning & Boring**: MS Turning & Boring from M/c Shop & ARS. Age:Old
- 14 **Lots of Used Steel Strip Cut Pieces:**  
Virtual Lot of Used Steel Strip Cut Pieces in jumbled condition from CRM & HRCF.  
Age: Old  
Loading: Manual/Crane loading by the Party.
- 15 **Lots of Continuous Casting Shop Burr :**  
Virtual Lot of Burr Arisings from Continuous casting Shop.  
Age: Old  
Loading: Manual/Crane loading by the Party.
- 16 **MS THICK PLATE CUTTING (25-45 MM)MIXED WITH FISH TAIL**  
1) Manual Labour loading by the Party.  
2) Money shall be refunded in case of any short supply.
- 17 **UNPROCESSED STEEL SKULL SCRAP**  
1)Loading by the Party by their Crane.  
2)No Processing is allowed & Material is to be lifted on "AS IS WHERE IS BASIS & NO COMPLAINT BASIS"  
3) Money shall be refunded in case of any short supply.

**18 SPECIAL CONDITION:**

**(A) AMMONIUM SULPHATE (20.6% N RAJA):**

**i. The material can be sold to Customers of Jharkhand, Bihar & West Bengal only.**

**ii.** The parties quoting for this material must have valid Fertilizer Registration Certificate/ Authorisation issued by Director of Agriculture & Controller of Fertilizer / Registering Authority of the respective state and a copy of the said certificate duly notarised shall have to be submitted by the buyer in advance alongwith Earnest Money & other documents as per notice of Forward Auction of M/s mjunction services Ltd. M/s mjunction services Ltd will not allow the parties to participate in case the above document is not in order.

**iii.** No change in the name of consignee other than the successful bidder (buyer) shall be permissible.

**iv.** The successful bidder (buyer) shall be allowed to take the material only to destination within the state of registration as per valid Fertilizer Registration Certificate/Authorization Certificate.

**(B) NG Benzene , NG Toluene & LS Naphtha:**

The bidders must hold a valid Explosive license issued by Govt of India, Ministry of commerce & Industry, Department of Explosives and a copy of the same duly notarised shall have to be submitted by the bidder alongwith Earnest Money and other documents as per notice of Forward Auction to M/s mjunction Services Ltd.

**(C) Acidic Tar:**

**i.** Acidic tar will be sold only to SPCB/CPCB authorised Parties.

**ii.** The Party must have valid authorization from SPCB/CPCB.

**iii.** A copy of the authorization will have to be submitted by the Party before participation in the Auction.

**(D) Loading condition for Ferrous Sulphate :**

In case of delivery taken in loose, the loading will be assisted by BSL Grab Crane.

However, buyers desiring to lift the material, after bagging, can do so, by bagging the materials at their own cost & facility. Loading of the materials in bags is to be done by the buyers themselves.

**(E) For Zinc items following valid documents are mandatory:**

**i** Environmental Certificate from Ministry of Environment and Forest (MOEF), Government of India.

**ii** Authorization of handling Hazardous wastes from State Pollution Control Committee / Board.

**(F) CRUDE BENZOL:**

NOTE: The specification of Lots of Crude Benzol are as follows:-

(The material will be supplied on no complain basis)

1. Sp Gravity 0.870 - 0.890

2. Moisture Traces

3. Drop Point 70 ± 2 deg. C

4. Dry Point 205 ± 5 deg. C

The material will be supplied on no complaint basis and in 6/10 wheelers tanker only.

The bidders must hold a valid Explosive license issued by Govt of India, Ministry of commerce & Industry, Department of Explosives and a copy of the same duly notarised shall have to be submitted by the bidder alongwith Earnest Money and other documents as per notice of Forward Auction to M/s mjunction Services Ltd.

**(G) Hydrated Lime Dust from RMP & SMS (I & II)** can be lifted by loading directly into truck wherever possible or through bagging in bags at their own cost from safety point of view of labours loading/unloading the material

**(H) LIQUID OXYGEN:**

Purity 99.5% Oxygen

LIQUID OXYGEN shall be taken by the Purchaser in their own Cryogenic Road tankers having valid license from Chief Controller of Explosives. Cryogenic Hoses required for filling of tankers shall be arranged by the Purchaser.

**(I) LIQUID ARGON:**

Maximum Impurity 5 PPM (2 PPM Oxygen, 2 PPM Nitrogen)

LIQUID ARGON shall be taken by the Purchaser in their own Cryogenic Road tankers having valid license from Chief Controller of Explosives. Cryogenic Hoses required for filling of tankers shall be arranged by the Purchaser.

**19** Submission of Clearance Certificate from Ministry of Environment and Forest (MOEF), Government of India & State Pollution Control Board is mandatory for all Hazardous items except Bronze, Aluminium-Bronze .

**Note: Modifications, if any shall be notified.**

DGM (Marketing)  
Phone No:06542-240382

**Mjunction kolkata office :**

**Godrej Water Side, 3rd floor Tower 1, Plot V, Block DP, Sector V, Saltlake Kolkata - 700091, India,**

**Phone-033 -66031760-61, 033-66031763-72, 033-44091760-61 & 033-Fax-03366011179**

**Mjunction Representatives outside Kolkata:**

Mr. K Manivasagan – **BSL (Bokaro Steel Plant)** – 8873002785

Mr. Ashok Roy - **Rourkela Steel Plant(RSP)** 7894087046 & 06616514142

Mr. A K Azad – IISCO STEEL PLANT (ISP) - 9163348128

Mr. Obhishek Roy Chowdhury - – **DSP & ASP- Durgapur** –0343-2586946

Mr. Sourav Sinha – **Bhilai Steel Plant(BSP)** – 9009557861 & 0788-6540003

Mr. Anoop Mishra – **Delhi** – 09818448687/ 011 25896900, 011 65661774

Mr. K M Singh – **TISCO, Jamshedpur** – 9771434248

Mr. Srinivasan Saranathan – **Chennai** – 09282244305 , 09282215280

Mr. Vikas-**Kanpur-09794002333**

Mr. Harjinder Singh-**Ludhiana**- 09216960169

# SAIL FA1

## General Terms & Conditions of Sale from Plants / Units of SAIL for sale through Online Auction / Forward Auction ( FA )

### 1 Definitions

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

- 1.1 "SAIL" shall mean "M/S Steel Authority of India Ltd.," incorporated under the Companies Act, 1956 and having their registered office at Ispat Bhawan, Lodhi Road, New Delhi – 110003, India and their plant / unit, which term or expression unless excluded by or repugnant to the context shall include their successors and permitted assigns.  
Online forward auction is conducted for M/S Steel Authority of India Ltd. ( hereinafter referred as the "Client" ) on Service Provider platform (hereinafter referred as the "Service Provider" ).
- 1.2 LOI – Letter of intent
- 1.3 DO – Delivery order
- 1.4 EMD – Earnest Money Deposit
- 1.5 SD – Security Deposit
- 1.6 FA – Forward Auction
- 1.7 FOT – Free on Truck / Trailer
- 1.8 FOR – Free on Rail
- 1.9 DD – Demand Draft
- 1.10 PO – Pay Order
- 1.11 BC – Banker's Cheque
- 1.12 AIWIB – As is where is basis
- 1.13 "The Contract" shall mean and include the SAIL FA1 : General Terms & Conditions of sale from Plants & Units of SAIL for sale through online auction / Forward Auction (FA), Auction notice, General Rules & Regulations governing conduct of Online Forward Auction, Definition of key terms, Letter of interest cum undertaking, Acceptance of offer / Sale order / Offer letter, Delivery order / Release order along with subsequent amendments if any and other documents issued by SAIL pertaining to the referred auction through internet.

1.14 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 buying the item(s) of auction. In other words, the venue for the auction is an Internet web site / platform. The Service Provider's web site assigned by Service Provider would constitute venue for the purpose of the online auction.

1.15 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's approval for participation.

2 The responsibility for 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.

**3 Inspection of Material ( for material available on ground )**

3.1 The bidders are advised to inspect the materials before offering their bid prices. Interested parties will be permitted to inspect the materials as per dates / duration mentioned in the notice for online auction through Internet. Necessary entry pass / permission in case of CMO can be obtained from concerned Authority at Plant / Unit.

3.2 The bidders shall be deemed to have inspected the materials they are bidding for, whether they have inspected the materials or not and that the principle of 'Caveat Emptor' shall apply. The materials offered for sale are on "AS IS WHERE IS" (AIWIB) and "NO COMPLAINT" basis. The material will be lifted from the site of storage with all faults and errors in description or otherwise, if any. Quantity, quality, size measurement, marks and number stated in the tender documents are approximate and no warranty or guarantee shall be implied.

SAIL does not give any guarantee that the Acceptance of offer / Sale order / Offer letter quantity will be actually available. The above quantity is merely indicative and no claim for compensation / delay or for any shortfall in the quantity shall lie against SAIL.

**4 For Material likely to be generated in future**

4.1 The materials offered for sale which are likely to be generated in future are on "NO COMPLAINT" basis. The material will be lifted with deviations, if any. Quantity, quality, size measurement stated in the notice for online auction through Internet is approximate and no warranty or guarantee shall be implied.

4.2 If the material under sale is from arising only in the process of production, it may be provided either from the stock or future arising subject to availability.

- 5 Customers intending to participate in online forward auctions need to duly sign and stamp each page of "SAIL FA1: General Terms & Conditions of Sale from Plants & Units of SAIL for sale through Online Auction / Forward Auction (FA), General Rules & Regulations governing conduct of Online Forward Auction, Definition of key terms, Letter of interest cum undertaking" and submit them to the Service Provider along with necessary EMD as stated in auction notice. Then the Service Provider will issue a user ID and a password to the customer. In case of CMO necessary EMD as well as all the documents stated above shall be submitted to CMO branch sales office and CMO shall confirm receipt of these to the service provider so that user ID and password is issued to the prospective bidder. These documents shall be kept valid till the end of the financial year. Bidders are also requested to change the passwords allocated to them by the Service Provider to keep their confidentiality. However it would be bidder's sole responsibility to ensure the security and privacy of the same and he / they would not hold the Client / Service Provider responsible in any manner whatsoever for any misuse of these User IDs and / or password. Before actual participation, the customers may obtain necessary help from the Service Provider so as to enable them to participate in the online forward auction process, without any difficulty.

## **6 Earnest Money Deposit ( EMD )**

- 6.1 The customers shall be required to deposit a non interest bearing EMD for the amount prescribed in notice for auction through internet in the form of Demand Draft / Pay Order / Banker's Cheque / Cheque from the customer who enjoys cheque facility as the case may be on a nationalized / scheduled bank drawn in favor of "SAIL, concerned Plant / Unit" payable at concerned Plant / Unit branch as mentioned in the auction notice for auction through internet to participate in the online auction through internet process to the Service Provider.
- 6.2 Cheques will not be accepted towards earnest money deposit except from the customers who have cheque facility.
- 6.3 It will not be possible to adjust earnest money from any other sum of money due from the plant / unit, on account of pending bill, security deposit or earnest money paid towards another auction / tender.
- 6.4 Permanent customers will be those who would like to keep the EMD amount as decided by Plant / Unit to enable them to participate in all the FAs without returning the EMD. Such customers will be given permanent User ID by the Service Provider. Temporary customers will be defined as those who submit the EMD

amount as decided by Plant / Unit in each FA for participation.

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

6.6 In the case of unsuccessful bidders, the earnest money will be returned within seven working days of conduct of auction. No interest shall accrue on the amount of Earnest Money Deposit.

7 Bidders hereby confirm that they will participate in the online auction as informed by Service Provider and 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.

## **8 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. The bidder quoting the highest price is normally allotted the item subject to approval of price.

## **9 Validity of bids**

The bid quoted should remain valid for acceptance by SAIL within the specified number of days from the date of conduct of auction as stipulated in the notice for auction through internet.

## **10 Unsolicited offers**

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

11 The respective Plant / Unit reserves the right to accept or reject any or all the bids and this decision shall be final.

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

13 Any bidder giving false information / particulars may be debarred from any future dealings with SAIL as per prevailing procedures of Plants/Units and also as stipulated in special terms & conditions of sale if any.



- 14 The bidder shall not be liable to claim any costs, charges, expenses of and incidental to or occurred by him through or in connection with his submission of bids.
- 15 Joint participation in bidding by two or more firms shall not be accepted.
- 16 SAIL reserves the right to defer or prepone date for conduct of auction through internet mentioned in the notice for auction through internet at its sole discretion. Conditional bids will not be considered.
- 17 Unless specified otherwise all the payments whether against EMD and Security Deposit and value of materials as advance, shall be subject to the following :-  
Payment should be made by way of Demand Draft / Pay Order / Banker's Cheque / Cheque from the customer who enjoys cheque facility on a nationalized / scheduled bank drawn in favor of "SAIL concerned Plant / Unit" and payable at concerned Plant / Unit branch as specified in the notice for auction through internet.  
In the process of encashment of such DDs / POs / BCs / Cheques, if any bank collection charge is paid / involved, the same shall be debited to the customer / Successful bidder.  
No interest shall be payable against any deposit whatsoever whether the same is as EMD or Security Deposit or Advance value of materials, regardless of whether the contract is wholly or partially executed or remain unexecuted.

#### **18 Acceptance of Offer / Sale Order / Offer Letter**

When a bid is accepted by SAIL, the successful bidder shall be notified by an "Acceptance of offer / Sale Order / Offer Letter " which will be dispatched by post / courier / fax / email or handed over to the authorized representative of customer. This will indicate relevant details viz. description of goods, quantity, accepted rates, sale value, sales tax, other taxes & duties applicable on date, total amount of Security Deposit ( if applicable ) to be submitted, the time within which the Security Deposit is to be deposited, and last date of making payment / completing commercial formalities.

#### **19 Security Deposit and Payment towards material value**

- 19.1 The successful bidder shall be required to furnish security deposit ( if applicable ) and the amount against value of materials including taxes & duties applicable as per details indicated in the Acceptance of offer / Sale order / Offer letter by way of Demand Drafts / Pay Order / Banker's Cheque / Cheque from the customers who enjoy cheque facility as the case may be on a nationalized / scheduled bank drawn in favor of " SAIL concerned Plant / Unit " and payable at concerned Plant / Unit branch mentioned in the "Acceptance of Offer / Sale Order / Offer Letter " within the stipulated time, failing which his order will stand cancelled and his EMD will be forfeited.

- 19.2 No interest shall accrue on SD.
- 19.3 SAIL will be entitled to recover from the security deposit all the money due to SAIL concerning the sale and other statutory liabilities of customer.
- 19.4 The refund of Security deposit is subject to the satisfactory execution of the auction. The security deposit will be refunded within 15 days of completion of lifting and claimed by the party.

19.5 Taxes and Duties

19.5.1 All taxes and duties whether local, state, central or any other shall be payable by the customer in addition to the sale value as applicable for each item at the prevailing rates as on the date of delivery. For all purposes, the date of invoice shall be deemed to be date of delivery. In case the customer wish to avail of concessional rate of Sales Tax as may be applicable as per statute, then the customer shall have to produce declaration in statutory forms as per rules to avail concessional rate of Sales Tax. Otherwise sales tax at full rate will be charged.

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

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

Clauses no. 19.5.2 and 19.5.3 are not applicable in case of stockyard deliveries.

19.6 Failure to make payment

In the event of failure on the part of the customer to make full payment against security deposit ( if applicable ) / value of the material within the date specified in the acceptance of offer / sale order / offer letter, SAIL, may at its sole discretion, cancel the contract and forfeit the earnest money / security deposit as per terms & conditions of sale of the concerned Plant / Unit without issuing any prior notice to the customer or assigning any reason thereof.

**20 Release Order / Delivery Order**

- 20.1 On receipt of full payment from the customer, SAIL will issue a "Release Order / Delivery Order" indicating the last dates within which the goods have to be removed, to enable the customer to take delivery of the goods.

20.2 The customer who has signed the documents as mentioned in clause no 5 is required to sign on the Release Order / Delivery Order for taking delivery. If this is not possible and if the customer desires to take delivery through his authorized representative, he must authorize the nominated person by a letter of authority which has to be presented to the concerned departments. The letter of authority shall bear the specimen signature of the authorized representative duly attested by the customer. SAIL, may at its sole discretion, decline to act on any such letter of authority and it shall be in all cases, for the customer to satisfy the concerned department that the authority is genuine.

## **21 Delivery**

- 21.1 The delivery of the materials will be effected 'In situ' by the Management. The goods sold will have to be removed by the customer from the site within the date specified in the release order / delivery order.
- 21.2 Delivery of materials will be made during working hours on all working days on presentation of the release order / delivery order by the customer to the concerned officer in-charge, who may suspend the release order / delivery order for a particular period of time for want of any clarification or other technical / operational reasons.
- 21.3 The customer will make their own arrangement for collection / removal and transportation of items / lots purchased and will not be entitled to claim any facilities or assistance for the transport / removal of the goods / lots from the plant / unit premise. SAIL may subject to the availability, extend at its discretion certain facilities such as cranes etc. on chargeable basis for handling the lot. The fact that such application has been made to SAIL or any delay on the part of the management to grant such facilities does not entitle the customer for any extension of the delivery date.
- 21.4 No picking, sorting, cutting, cleaning or breaking up of goods or materials sold will be permitted except in certain special circumstances where prior permissions have been accorded by the management in writing. Such permission will only be accorded on the quantity for which payment has been made.
- 21.5 Where the material will be sold on 'FOT' basis, the material will be loaded by the company into trucks to be brought by the customer.
- 21.6 Delivery through proxy will be at the sole risk and responsibility of the customer and no claim shall lie against SAIL on this account, whatsoever, if delivery is effected to wrong persons.
- 21.7 Where goods are sold by weight, delivery will be given on actual

weighment. The weight of the empty and full truck / trailer / wagon will be taken on the weighbridge installed in the SAIL Plant / Unit ( or in any of the public weighbridges at the discretion of concerned Plant / Unit ) and the net weight so recorded shall be acceptable and binding on the customer. Complaints regarding the difference in scale weight will not be entertained.

- 21.8 The customer shall arrange wherever necessary for bailing the loose goods into compact units for facilitating weighment and transportation. The customer shall not lift or remove any material, which is not conforming to the release order / delivery order. The customer shall remove the goods / lots only from the area earmarked / specified in the release order / delivery order and SAIL's decision shall be final and binding on the customer in this regard.
- 21.9 Customer should get acquainted with system and procedure of loading, weighment and dispatch of materials. They should also get conversant with approved route to be followed by trucks / trailers inside the plant.
- 21.10 All loading by customer must only be done in presence of authorized representative of Plant / Unit & CISF/competent agency.
- 21.11 Extension of delivery date :  
In case, the customer fails to effect complete removal of goods from SAIL premises within the period mentioned in the release order / delivery order, SAIL may, on consideration of the merit of the case allow suitable extension of delivery period as per special terms & conditions of the concerned Plant / Unit.  
If any goods for which release order / delivery order is issued could not be delivered to the customer within the stipulated time, either in full or in part due to reasons attributable to SAIL, SAIL may extend the date fixed for removal of the goods for a period as deemed fit by concerned Plant / Unit.

## **22 Shortage of goods :**

- 22.1 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 customer shall have no claim against, SAIL for refund of whole or any part of the customer's money or for loss of profit, interest, damage or otherwise.
- 22.2 Where materials are sold by weight or number and the customer is denied 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 on any account due to such short delivery.

## **23 Re-sale**

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

## **24 Withdrawal of goods from sale**

24.1 SAIL reserves the right to withdraw from the sale after advertising or after issue of acceptance of 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 will not be responsible for any damages / loss whatsoever to the customer on account of such withdrawal.

24.2 SAIL reserves the right to dispose off any item by any other means even after inviting bids for sale of such materials by auction through internet.

## **25 Abandoned goods**

The customer must effect complete removal of the goods from the site within the date specified in the release order / delivery order issued by SAIL. In case goods are not removed in full within the specified date, release order / delivery order for the left over quantity will be treated as cancelled. The goods so left over will be treated as abandoned goods at the risk and cost of the customer. SAIL will have full right on such abandoned goods and will be entitled to release or dispose off the same in any manner it deems fit without any reference to the customer. The customer will have no claim on goods treated as abandoned goods. In addition to forfeiting such abandoned goods, the value of the left over material will also be forfeited. Penal action shall be taken as per special terms & conditions. The customer shall further be held liable for all commission and other charges and losses suffered by SAIL, which may be recovered from the Security deposit or any other sum due to the customer.

## **26 Quantity Tolerance**

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

**27 Recovery of due**

Any sum of money due and payable to the customer including security deposit (returnable to him under this contract ) may be appropriated by SAIL and / or any unit of SAIL and adjusted against any claim / dues recoverable by them from the customer arising out of or under any other contract auction / tender made by customer with SAIL or any unit of SAIL.

**28 Payment of Interest**

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

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

**30 Damage to plant / unit properties**

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

### **31 Entry passes to plant / unit**

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

### **32 Illegal gratification**

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

### **33 Compliance of Labour Laws and Safety Rules**

- 33.1 During the period the customer's workers deputed within the plant / unit premises, will be governed by the labour laws and rules, Factory Act and rules and SAIL Plant / Unit's Security rules and safety rules as applicable and it shall be the responsibility of the customer to ensure that the statutory provisions are complied with fully.
- 33.2 The customer shall provide and ensure proper use of safety appliances by his personnel. He shall be liable for any damages or compensation

payable in respect of or in consequence of any accident or injury to any of the personnel employed by the customer or his subcontractor. The customer shall at all times indemnify SAIL against all claims, or compensation under the provision of Workman's Compensation Act, 1923 or any other law for the time being in force.

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



Company as may be obtained by the competent authority of the Company from time to time.

**33.9 Violation of safety requirements**

In the event of violation of safety requirements, company may direct stoppage of work and direct the customer to remedy the defects or supply the facility / equipment as the case may be. The customer shall not proceed with the work until he has complied with such directions to the satisfactions of the Concerned Authority / Safety Dept. The above provisions are also without prejudice to any other right that the company may have against the customer for contribution or any other action including recovery of any damage that may be caused to or suffered by the company either under relevant statute or any other law of India as may be applicable, in the facts and circumstances of an individual case in the event of any injury to any person who may be either an employee of the company or a contract labour or any other person within the premises of the company's factory / mines for any act of omission by or on behalf of the customer in relation to the discharge of obligation for the customer under the contract.

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

**34** All important communication with customer shall be through letters / couriers / faxes / emails and / or notices put up in notice board at concerned Plant / Unit and it will be the obligation on their part not to overlook such notices. Any plea of ignorance of such notices / letters put up in the notice board at concerned Plant / Unit shall not be acceptable.

**35 Third party insurance / Indemnity Bond**

**35.1** It shall be the responsibility of the customer for effecting necessary insurance under the Indian Workmen's Compensation Act, Third Party Liability Insurance or any other insurance in accordance with the relevant laws and regulations, at his own cost.

**35.2** SAIL shall not be responsible for any damage to the trucks / trailers / other handling equipment etc. suffered by the customer while executing the contract. The customer in his own interest shall obtain suitable and sufficient cover from underwriters and no claim / correspondence on this

account shall be entertained by SAIL.

- 35.3 The customer shall conform in all respects with the provisions of any statute, ordinance or laws and the rules, regulations, bye-laws of any local or other duly constituted authority which may be applicable in carrying out the contract. The customer shall assume responsibility for and shall indemnify and save SAIL of all liabilities, claims, costs, expenses, attorney's fees and Court costs which are or may be required with respect to any breach of any such statute, ordinance, law, rules, regulations or for which the customer has assumed responsibility under the contract.
- 35.4 The customer must take a third party insurance covering losses / damage to premises, equipment, machinery and other installation of the SAIL Plant / Unit, wherever applicable, as well as any accidents / deaths of either the SAIL Plant / Unit employees or to the customer's workmen. The sum insured / indemnified will depend on cost of equipment, machinery and other installations at the site wherefrom material is to be lifted and / or after dismantling etc. wherever applicable, the number of employees etc. and will be specified in the acceptance of offer / sale order.

### **36 Death, Bankruptcy etc.**

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

### **37 Conciliatory Body**

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

### **38 Arbitration Clause**

- 38.1 All questions, claims, disputes or differences of any kind whatsoever

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

- 38.2 The notice regarding the invoking of the arbitration clause shall be served by the parties hereto by registered post / courier at their address given in the contract.
- 38.3 Matters in question, dispute, claim or difference other than the excepted matters in respect of this contract to be submitted to arbitration as aforesaid shall be referred for decision to a sole arbitrator to be appointed by Chief Executive of the Plant / Unit in which arbitration is invoked.
- 38.4 In case the designation of the Chief Executive is changed or his office abolished, the officer who for the time being is entrusted with the functions of the Chief Executive, SAIL by whatsoever designation such officer is called, shall be the person designated to appoint the Sole Arbitrator. The arbitrator so appointed shall adjudicate upon the disputes between the parties hereto.
- 38.5 The sole arbitrator appointed as stated above, shall from the time of his appointment and throughout the arbitral proceedings, without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartially provided that the mere fact that such sole arbitrator is an employee of the SAIL, Plant / Unit shall not be regarded as such circumstance. The arbitrator shall decide the questions, claims, disputes or differences submitted to him by the parties in accordance with the substantive law for the time being in force in India.
- 38.6 The arbitrator shall hear the cases independently and impartially and shall not represent the interest of any party.  
The venue of arbitration shall be decided by the arbitrator.
- 38.7 The question of procedure for conduct of the arbitration proceedings shall be decided by the Arbitrator in consultation with the parties before proceeding with the reference. The arbitrator may hold preparatory meeting(s) for this purpose. In the preparatory meeting(s) aforesaid the arbitrator in consultation with the parties shall also determine the manner of taking evidence, the summoning of the expert evidence and

all such matters necessary for the expeditious disposal of the arbitration proceedings. The arbitrator shall be entitled to actually incurred expenses only, in respect of preparatory meeting(s).

- 38.8 The provisions of the arbitration and conciliation act, 1996 and the rules framed thereunder, if any, and all modifications / amendments thereto shall deem to apply and / or be incorporated in this contract as and when such modifications / amendments to the act / rules are carried out.

### **39 Legal Jurisdiction**

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

#### **40 Force Majeure conditions**

- 40.1 If in the event either or both the parties to the contract is / are prevented from discharging its / their obligation(s) under the contract by reason of one or more of the events such as arrest(s), restraint(s) by Government of people, blockade(s), revolution(s), insurrection(s), mobilization(s), strike(s), civil commotion(s), riot(s), accident(s), Act(s) of God or other natural calamities or on account of any other act(s) beyond the control of the parties to the contract, the time of delivery shall be extended by the period equal to the period of delay / constraints occasioned by one or more of the aforesaid Force Majeure conditions. However in the event of customer invoking the Force Majeure condition(s), SAIL shall have the option to cancel the contract for reasons of any or all of the Force Majeure conditions notified by the customer without being able to pay any compensation whatsoever to the seller.
- 40.2 On the occurrence of any of the above Force Majeure conditions, the party concerned shall notify the other party in writing of such occurrence(s) within 7 days of occurrence(s) stating therein -
- i) The date of occurrence(s) of Force Majeure disability and
  - ii) The nature of such Force Majeure disability along with a certificate from the appropriate Statutory Authority and / or Chamber of Commerce of the concerned state certifying the fact of the Force Majeure condition during the relevant period.

#### **41 Contract closing**

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

- 42 Any conflict between the General terms & conditions & Special terms & conditions, the Special terms & conditions will be overriding and finally will be binding on the customer.

# SAIL FA1

## General Terms & Conditions of Sale from Plants / Units of SAIL for sale through Online Auction / Forward Auction ( FA )

### 1 Definitions

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

- 1.1 "SAIL" shall mean "M/S Steel Authority of India Ltd.," incorporated under the Companies Act, 1956 and having their registered office at Ispat Bhawan, Lodhi Road, New Delhi – 110003, India and their plant / unit, which term or expression unless excluded by or repugnant to the context shall include their successors and permitted assigns.  
Online forward auction is conducted for M/S Steel Authority of India Ltd. ( hereinafter referred as the "Client" ) on Service Provider platform (hereinafter referred as the "Service Provider" ).
- 1.2 LOI – Letter of intent
- 1.3 DO – Delivery order
- 1.4 EMD – Earnest Money Deposit
- 1.5 SD – Security Deposit
- 1.6 FA – Forward Auction
- 1.7 FOT – Free on Truck / Trailer
- 1.8 FOR – Free on Rail
- 1.9 DD – Demand Draft
- 1.10 PO – Pay Order
- 1.11 BC – Banker's Cheque
- 1.12 AIWIB – As is where is basis
- 1.13 "The Contract" shall mean and include the SAIL FA1 : General Terms & Conditions of sale from Plants & Units of SAIL for sale through online auction / Forward Auction (FA), Auction notice, General Rules & Regulations governing conduct of Online Forward Auction, Definition of key terms, Letter of interest cum undertaking, Acceptance of offer / Sale order / Offer letter, Delivery order / Release order along with subsequent amendments if any and other documents issued by SAIL pertaining to the referred auction through internet.

1.14 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 buying the item(s) of auction. In other words, the venue for the auction is an Internet web site / platform. The Service Provider's web site assigned by Service Provider would constitute venue for the purpose of the online auction.

1.15 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's approval for participation.

**2** The responsibility for 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.

**3 Inspection of Material ( for material available on ground )**

3.1 The bidders are advised to inspect the materials before offering their bid prices. Interested parties will be permitted to inspect the materials as per dates / duration mentioned in the notice for online auction through Internet. Necessary entry pass / permission in case of CMO can be obtained from concerned Authority at Plant / Unit.

3.2 The bidders shall be deemed to have inspected the materials they are bidding for, whether they have inspected the materials or not and that the principle of 'Caveat Emptor' shall apply. The materials offered for sale are on "AS IS WHERE IS" (AIWIB) and "NO COMPLAINT" basis. The material will be lifted from the site of storage with all faults and errors in description or otherwise, if any. Quantity, quality, size measurement, marks and number stated in the tender documents are approximate and no warranty or guarantee shall be implied.

SAIL does not give any guarantee that the Acceptance of offer / Sale order / Offer letter quantity will be actually available. The above quantity is merely indicative and no claim for compensation / delay or for any shortfall in the quantity shall lie against SAIL.

**4 For Material likely to be generated in future**

4.1 The materials offered for sale which are likely to be generated in future are on "NO COMPLAINT" basis. The material will be lifted with deviations, if any. Quantity, quality, size measurement stated in the notice for online auction through Internet is approximate and no warranty or guarantee shall be implied.

4.2 If the material under sale is from arising only in the process of production, it may be provided either from the stock or future arising subject to availability.

- 5 Customers intending to participate in online forward auctions need to duly sign and stamp each page of "SAIL FA1: General Terms & Conditions of Sale from Plants & Units of SAIL for sale through Online Auction / Forward Auction (FA), General Rules & Regulations governing conduct of Online Forward Auction, Definition of key terms, Letter of interest cum undertaking" and submit them to the Service Provider along with necessary EMD as stated in auction notice. Then the Service Provider will issue a user ID and a password to the customer. In case of CMO necessary EMD as well as all the documents stated above shall be submitted to CMO branch sales office and CMO shall confirm receipt of these to the service provider so that user ID and password is issued to the prospective bidder. These documents shall be kept valid till the end of the financial year. Bidders are also requested to change the passwords allocated to them by the Service Provider to keep their confidentiality. However it would be bidder's sole responsibility to ensure the security and privacy of the same and he / they would not hold the Client / Service Provider responsible in any manner whatsoever for any misuse of these User IDs and / or password. Before actual participation, the customers may obtain necessary help from the Service Provider so as to enable them to participate in the online forward auction process, without any difficulty.

## **6 Earnest Money Deposit ( EMD )**

- 6.1 The customers shall be required to deposit a non interest bearing EMD for the amount prescribed in notice for auction through internet in the form of Demand Draft / Pay Order / Banker's Cheque / Cheque from the customer who enjoys cheque facility as the case may be on a nationalized / scheduled bank drawn in favor of "SAIL, concerned Plant / Unit" payable at concerned Plant / Unit branch as mentioned in the auction notice for auction through internet to participate in the online auction through internet process to the Service Provider.
- 6.2 Cheques will not be accepted towards earnest money deposit except from the customers who have cheque facility.
- 6.3 It will not be possible to adjust earnest money from any other sum of money due from the plant / unit, on account of pending bill, security deposit or earnest money paid towards another auction / tender.
- 6.4 Permanent customers will be those who would like to keep the EMD amount as decided by Plant / Unit to enable them to participate in all the FAs without returning the EMD. Such customers will be given permanent User ID by the Service Provider. Temporary customers will be defined as those who submit the EMD



amount as decided by Plant / Unit in each FA for participation.

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

6.6 In the case of unsuccessful bidders, the earnest money will be returned within seven working days of conduct of auction. No interest shall accrue on the amount of Earnest Money Deposit.

7 Bidders hereby confirm that they will participate in the online auction as informed by Service Provider and 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.

## **8 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. The bidder quoting the highest price is normally allotted the item subject to approval of price.

## **9 Validity of bids**

The bid quoted should remain valid for acceptance by SAIL within the specified number of days from the date of conduct of auction as stipulated in the notice for auction through internet.

## **10 Unsolicited offers**

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

11 The respective Plant / Unit reserves the right to accept or reject any or all the bids and this decision shall be final.

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

13 Any bidder giving false information / particulars may be debarred from any future dealings with SAIL as per prevailing procedures of Plants/Units and also as stipulated in special terms & conditions of sale if any.

- 14 The bidder shall not be liable to claim any costs, charges, expenses of and incidental to or occurred by him through or in connection with his submission of bids.
- 15 Joint participation in bidding by two or more firms shall not be accepted.
- 16 SAIL reserves the right to defer or prepone date for conduct of auction through internet mentioned in the notice for auction through internet at its sole discretion. Conditional bids will not be considered.
- 17 Unless specified otherwise all the payments whether against EMD and Security Deposit and value of materials as advance, shall be subject to the following :-  
Payment should be made by way of Demand Draft / Pay Order / Banker's Cheque / Cheque from the customer who enjoys cheque facility on a nationalized / scheduled bank drawn in favor of "SAIL concerned Plant / Unit" and payable at concerned Plant / Unit branch as specified in the notice for auction through internet.  
In the process of encashment of such DDs / POs / BCs / Cheques, if any bank collection charge is paid / involved, the same shall be debited to the customer / Successful bidder.  
No interest shall be payable against any deposit whatsoever whether the same is as EMD or Security Deposit or Advance value of materials, regardless of whether the contract is wholly or partially executed or remain unexecuted.

#### **18 Acceptance of Offer / Sale Order / Offer Letter**

When a bid is accepted by SAIL, the successful bidder shall be notified by an "Acceptance of offer / Sale Order / Offer Letter " which will be dispatched by post / courier / fax / email or handed over to the authorized representative of customer. This will indicate relevant details viz. description of goods, quantity, accepted rates, sale value, sales tax, other taxes & duties applicable on date, total amount of Security Deposit ( if applicable ) to be submitted, the time within which the Security Deposit is to be deposited, and last date of making payment / completing commercial formalities.

#### **19 Security Deposit and Payment towards material value**

- 19.1 The successful bidder shall be required to furnish security deposit ( if applicable ) and the amount against value of materials including taxes & duties applicable as per details indicated in the Acceptance of offer / Sale order / Offer letter by way of Demand Drafts / Pay Order / Banker's Cheque / Cheque from the customers who enjoy cheque facility as the case may be on a nationalized / scheduled bank drawn in favor of " SAIL concerned Plant / Unit " and payable at concerned Plant / Unit branch mentioned in the "Acceptance of Offer / Sale Order / Offer Letter " within the stipulated time, failing which his order will stand cancelled and his EMD will be forfeited.

- 19.2 No interest shall accrue on SD.
- 19.3 SAIL will be entitled to recover from the security deposit all the money due to SAIL concerning the sale and other statutory liabilities of customer.
- 19.4 The refund of Security deposit is subject to the satisfactory execution of the auction. The security deposit will be refunded within 15 days of completion of lifting and claimed by the party.

19.5 Taxes and Duties

19.5.1 All taxes and duties whether local, state, central or any other shall be payable by the customer in addition to the sale value as applicable for each item at the prevailing rates as on the date of delivery. For all purposes, the date of invoice shall be deemed to be date of delivery. In case the customer wish to avail of concessional rate of Sales Tax as may be applicable as per statute, then the customer shall have to produce declaration in statutory forms as per rules to avail concessional rate of Sales Tax. Otherwise sales tax at full rate will be charged.

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

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

Clauses no. 19.5.2 and 19.5.3 are not applicable in case of stockyard deliveries.

19.6 Failure to make payment

In the event of failure on the part of the customer to make full payment against security deposit ( if applicable ) / value of the material within the date specified in the acceptance of offer / sale order / offer letter, SAIL, may at its sole discretion, cancel the contract and forfeit the earnest money / security deposit as per terms & conditions of sale of the concerned Plant / Unit without issuing any prior notice to the customer or assigning any reason thereof.

**20 Release Order / Delivery Order**

- 20.1 On receipt of full payment from the customer, SAIL will issue a "Release Order / Delivery Order" indicating the last dates within which the goods have to be removed, to enable the customer to take delivery of the goods.

20.2 The customer who has signed the documents as mentioned in clause no 5 is required to sign on the Release Order / Delivery Order for taking delivery. If this is not possible and if the customer desires to take delivery through his authorized representative, he must authorize the nominated person by a letter of authority which has to be presented to the concerned departments. The letter of authority shall bear the specimen signature of the authorized representative duly attested by the customer. SAIL, may at its sole discretion, decline to act on any such letter of authority and it shall be in all cases, for the customer to satisfy the concerned department that the authority is genuine.

## **21 Delivery**

- 21.1 The delivery of the materials will be effected 'In situ' by the Management. The goods sold will have to be removed by the customer from the site within the date specified in the release order / delivery order.
- 21.2 Delivery of materials will be made during working hours on all working days on presentation of the release order / delivery order by the customer to the concerned officer in-charge, who may suspend the release order / delivery order for a particular period of time for want of any clarification or other technical / operational reasons.
- 21.3 The customer will make their own arrangement for collection / removal and transportation of items / lots purchased and will not be entitled to claim any facilities or assistance for the transport / removal of the goods / lots from the plant / unit premise. SAIL may subject to the availability, extend at its discretion certain facilities such as cranes etc. on chargeable basis for handling the lot. The fact that such application has been made to SAIL or any delay on the part of the management to grant such facilities does not entitle the customer for any extension of the delivery date.
- 21.4 No picking, sorting, cutting, cleaning or breaking up of goods or materials sold will be permitted except in certain special circumstances where prior permissions have been accorded by the management in writing. Such permission will only be accorded on the quantity for which payment has been made.
- 21.5 Where the material will be sold on 'FOT' basis, the material will be loaded by the company into trucks to be brought by the customer.
- 21.6 Delivery through proxy will be at the sole risk and responsibility of the customer and no claim shall lie against SAIL on this account, whatsoever, if delivery is effected to wrong persons.
- 21.7 Where goods are sold by weight, delivery will be given on actual

weighment. The weight of the empty and full truck / trailer / wagon will be taken on the weighbridge installed in the SAIL Plant / Unit ( or in any of the public weighbridges at the discretion of concerned Plant / Unit ) and the net weight so recorded shall be acceptable and binding on the customer. Complaints regarding the difference in scale weight will not be entertained.

- 21.8 The customer shall arrange wherever necessary for bailing the loose goods into compact units for facilitating weighment and transportation. The customer shall not lift or remove any material, which is not conforming to the release order / delivery order. The customer shall remove the goods / lots only from the area earmarked / specified in the release order / delivery order and SAIL's decision shall be final and binding on the customer in this regard.
- 21.9 Customer should get acquainted with system and procedure of loading, weighment and dispatch of materials. They should also get conversant with approved route to be followed by trucks / trailers inside the plant.
- 21.10 All loading by customer must only be done in presence of authorized representative of Plant / Unit & CISF/competent agency.
- 21.11 Extension of delivery date :  
In case, the customer fails to effect complete removal of goods from SAIL premises within the period mentioned in the release order / delivery order, SAIL may, on consideration of the merit of the case allow suitable extension of delivery period as per special terms & conditions of the concerned Plant / Unit.  
If any goods for which release order / delivery order is issued could not be delivered to the customer within the stipulated time, either in full or in part due to reasons attributable to SAIL, SAIL may extend the date fixed for removal of the goods for a period as deemed fit by concerned Plant / Unit.

## **22 Shortage of goods :**

- 22.1 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 customer shall have no claim against, SAIL for refund of whole or any part of the customer's money or for loss of profit, interest, damage or otherwise.
- 22.2 Where materials are sold by weight or number and the customer is denied 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 on any account due to such short delivery.

## **23 Re-sale**

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

## **24 Withdrawal of goods from sale**

24.1 SAIL reserves the right to withdraw from the sale after advertising or after issue of acceptance of 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 will not be responsible for any damages / loss whatsoever to the customer on account of such withdrawal.

24.2 SAIL reserves the right to dispose off any item by any other means even after inviting bids for sale of such materials by auction through internet.

## **25 Abandoned goods**

The customer must effect complete removal of the goods from the site within the date specified in the release order / delivery order issued by SAIL. In case goods are not removed in full within the specified date, release order / delivery order for the left over quantity will be treated as cancelled. The goods so left over will be treated as abandoned goods at the risk and cost of the customer. SAIL will have full right on such abandoned goods and will be entitled to release or dispose off the same in any manner it deems fit without any reference to the customer. The customer will have no claim on goods treated as abandoned goods. In addition to forfeiting such abandoned goods, the value of the left over material will also be forfeited. Penal action shall be taken as per special terms & conditions. The customer shall further be held liable for all commission and other charges and losses suffered by SAIL, which may be recovered from the Security deposit or any other sum due to the customer.

## **26 Quantity Tolerance**

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

**27 Recovery of due**

Any sum of money due and payable to the customer including security deposit (returnable to him under this contract ) may be appropriated by SAIL and / or any unit of SAIL and adjusted against any claim / dues recoverable by them from the customer arising out of or under any other contract auction / tender made by customer with SAIL or any unit of SAIL.

**28 Payment of Interest**

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

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

**30 Damage to plant / unit properties**

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

### **31 Entry passes to plant / unit**

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

### **32 Illegal gratification**

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

### **33 Compliance of Labour Laws and Safety Rules**

- 33.1 During the period the customer's workers deputed within the plant / unit premises, will be governed by the labour laws and rules, Factory Act and rules and SAIL Plant / Unit's Security rules and safety rules as applicable and it shall be the responsibility of the customer to ensure that the statutory provisions are complied with fully.
- 33.2 The customer shall provide and ensure proper use of safety appliances by his personnel. He shall be liable for any damages or compensation



payable in respect of or in consequence of any accident or injury to any of the personnel employed by the customer or his subcontractor. The customer shall at all times indemnify SAIL against all claims, or compensation under the provision of Workman's Compensation Act, 1923 or any other law for the time being in force.

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

Company as may be obtained by the competent authority of the Company from time to time.

**33.9 Violation of safety requirements**

In the event of violation of safety requirements, company may direct stoppage of work and direct the customer to remedy the defects or supply the facility / equipment as the case may be. The customer shall not proceed with the work until he has complied with such directions to the satisfactions of the Concerned Authority / Safety Dept. The above provisions are also without prejudice to any other right that the company may have against the customer for contribution or any other action including recovery of any damage that may be caused to or suffered by the company either under relevant statute or any other law of India as may be applicable, in the facts and circumstances of an individual case in the event of any injury to any person who may be either an employee of the company or a contract labour or any other person within the premises of the company's factory / mines for any act of omission by or on behalf of the customer in relation to the discharge of obligation for the customer under the contract.

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

**34** All important communication with customer shall be through letters / couriers / faxes / emails and / or notices put up in notice board at concerned Plant / Unit and it will be the obligation on their part not to overlook such notices. Any plea of ignorance of such notices / letters put up in the notice board at concerned Plant / Unit shall not be acceptable.

**35 Third party insurance / Indemnity Bond**

**35.1** It shall be the responsibility of the customer for effecting necessary insurance under the Indian Workmen's Compensation Act, Third Party Liability Insurance or any other insurance in accordance with the relevant laws and regulations, at his own cost.

**35.2** SAIL shall not be responsible for any damage to the trucks / trailers / other handling equipment etc. suffered by the customer while executing the contract. The customer in his own interest shall obtain suitable and sufficient cover from underwriters and no claim / correspondence on this

account shall be entertained by SAIL.

- 35.3 The customer shall conform in all respects with the provisions of any statute, ordinance or laws and the rules, regulations, bye-laws of any local or other duly constituted authority which may be applicable in carrying out the contract. The customer shall assume responsibility for and shall indemnify and save SAIL of all liabilities, claims, costs, expenses, attorney's fees and Court costs which are or may be required with respect to any breach of any such statute, ordinance, law, rules, regulations or for which the customer has assumed responsibility under the contract.
- 35.4 The customer must take a third party insurance covering losses / damage to premises, equipment, machinery and other installation of the SAIL Plant / Unit, wherever applicable, as well as any accidents / deaths of either the SAIL Plant / Unit employees or to the customer's workmen. The sum insured / indemnified will depend on cost of equipment, machinery and other installations at the site wherefrom material is to be lifted and / or after dismantling etc. wherever applicable, the number of employees etc. and will be specified in the acceptance of offer / sale order.

### **36 Death, Bankruptcy etc.**

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

### **37 Conciliatory Body**

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

### **38 Arbitration Clause**

- 38.1 All questions, claims, disputes or differences of any kind whatsoever

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

- 38.2 The notice regarding the invoking of the arbitration clause shall be served by the parties hereto by registered post / courier at their address given in the contract.
- 38.3 Matters in question, dispute, claim or difference other than the excepted matters in respect of this contract to be submitted to arbitration as aforesaid shall be referred for decision to a sole arbitrator to be appointed by Chief Executive of the Plant / Unit in which arbitration is invoked.
- 38.4 In case the designation of the Chief Executive is changed or his office abolished, the officer who for the time being is entrusted with the functions of the Chief Executive, SAIL by whatsoever designation such officer is called, shall be the person designated to appoint the Sole Arbitrator. The arbitrator so appointed shall adjudicate upon the disputes between the parties hereto.
- 38.5 The sole arbitrator appointed as stated above, shall from the time of his appointment and throughout the arbitral proceedings, without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartially provided that the mere fact that such sole arbitrator is an employee of the SAIL, Plant / Unit shall not be regarded as such circumstance. The arbitrator shall decide the questions, claims, disputes or differences submitted to him by the parties in accordance with the substantive law for the time being in force in India.
- 38.6 The arbitrator shall hear the cases independently and impartially and shall not represent the interest of any party.  
The venue of arbitration shall be decided by the arbitrator.
- 38.7 The question of procedure for conduct of the arbitration proceedings shall be decided by the Arbitrator in consultation with the parties before proceeding with the reference. The arbitrator may hold preparatory meeting(s) for this purpose. In the preparatory meeting(s) aforesaid the arbitrator in consultation with the parties shall also determine the manner of taking evidence, the summoning of the expert evidence and

all such matters necessary for the expeditious disposal of the arbitration proceedings. The arbitrator shall be entitled to actually incurred expenses only, in respect of preparatory meeting(s).

- 38.8 The provisions of the arbitration and conciliation act, 1996 and the rules framed thereunder, if any, and all modifications / amendments thereto shall deem to apply and / or be incorporated in this contract as and when such modifications / amendments to the act / rules are carried out.

### **39 Legal Jurisdiction**

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

#### **40 Force Majeure conditions**

- 40.1 If in the event either or both the parties to the contract is / are prevented from discharging its / their obligation(s) under the contract by reason of one or more of the events such as arrest(s), restraint(s) by Government of people, blockade(s), revolution(s), insurrection(s), mobilization(s), strike(s), civil commotion(s), riot(s), accident(s), Act(s) of God or other natural calamities or on account of any other act(s) beyond the control of the parties to the contract, the time of delivery shall be extended by the period equal to the period of delay / constraints occasioned by one or more of the aforesaid Force Majeure conditions. However in the event of customer invoking the Force Majeure condition(s), SAIL shall have the option to cancel the contract for reasons of any or all of the Force Majeure conditions notified by the customer without being able to pay any compensation whatsoever to the seller.
- 40.2 On the occurrence of any of the above Force Majeure conditions, the party concerned shall notify the other party in writing of such occurrence(s) within 7 days of occurrence(s) stating therein -
- i) The date of occurrence(s) of Force Majeure disability and
  - ii) The nature of such Force Majeure disability along with a certificate from the appropriate Statutory Authority and / or Chamber of Commerce of the concerned state certifying the fact of the Force Majeure condition during the relevant period.

#### **41 Contract closing**

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

- 42 Any conflict between the General terms & conditions & Special terms & conditions, the Special terms & conditions will be overriding and finally will be binding on the customer.