

## **AUCTION NOTICE**

No. KIOCL-BFU/ABC-Procure/10-11/

Dt. 20<sup>th</sup> September, 2010

**Subject : Auction Notice for sale of compressor yard materials on 29th September, 2010.**

**Auction Website : <https://kiocl.abcprocure.com>**

**KIOCL Limited – BFU** (earlier known as KISCO) intends to offer for immediate sale following materials as detailed below on terms and conditions mentioned herein below:

<b>Item Description</b>	<b>Quantity</b>
Slag mixed with skull, Chips, dust etc. in compressor yard (Lot B only).	6500 MT

### **Important Notes:**

- 1) The Sale of materials is on “As is where is & No Complaint basis-KIOCL Limited-BFU”.
- 2) Quantity mentioned is highly approximate and buyer has to compulsorily lift the entire material in the yard at least up to the level of road on furnace side, inclusive of slag, skull, Chips, dust etc. After completing the lifting, the buyer should hand over a clean level yard to KIOCL.
- 3) The buyer should lift all material including skull pieces on ‘as-is-where-is-basis’. No breaking, screening, selection of pieces or separation of slag will be allowed at site. No assistance from M/s KIOCL will be available.
- 4) The successful bidder shall deposit the Sale Value plus applicable taxes, duties and any other levies within 15 calendar days from the date of issuance of the Acceptance letter by M/s. e-Procurement Technologies Ltd. (excluding the date of issue).
- 5) For Interstate Sales, advance “C” Form or 5% of total value is to be submitted before lifting the material.
- 6) The successful bidder shall lift the materials within the period as per clause no. 8 of special terms & condition.
- 7) Loading and Transportation of the material is to be arranged by the buyer at his cost.

- 8) The bidder are requested to note that it is mandatory to have a valid digital signature certificate issued by any of the certifying authority approved by Govt. of India to participate in the online bidding.

1. **Terms of Sale**

- a) The bidders should quote for full quantity. Offers for part qty would not be accepted.
- b) Weighment basis : Weighment in KIOCL-BFU plant is final and binding on both Buyer and Seller.
- c) Price Basis : KIOCL Ltd-BFU plant, exclusive of Freight, Excise Duty, Sales Tax, Cess etc. All taxes and duties will be charged extra as applicable during lifting.
- d) Transport, Insurance : Transportation will be the responsibility of the buyer and Transit Insurance, if any, to be arranged by the Buyer.

2. **Delivery:** Immediate Sale

3. **Pre-Bid EMD:**

Rs.5,00,000/- to be paid along with the signed and stamped copy of this catalogue by way of DD drawn in favour of **KIOCL Limited- BFU**, payable at Mangalore.

The Pre-Bid EMD deposited by the successful bidder will be adjusted towards value of auctioned material, while it will be refunded to unsuccessful bidders after necessary approval from KIOCL Ltd-BFU. Pre-Bid EMD is liable to be forfeited in case of failure by the successful bidder to comply with any of the terms of this Auction Notice.

4. **Other Terms:**

- a) Bidders are requested to inspect the material and assess the quality & quantity before participating.
- b) The buyer should compulsorily lift the total available quantity in the lot. Failure to do so will result in penalty as per terms and condition.
- c) The Terms and Conditions will be final and binding on both the Seller and Buyer.

In case the above terms and conditions of the Auction Notice are acceptable to you, we request you to give your best offer in the auction held by M/s. e-Procurement Technologies Ltd. on their internet platform, <https://kiocl.abcprocure.com>.

Upon receiving the communication from KIOCL Limited-BFU, the successful bidder, whose offer has been accepted by KIOCL Limited-BFU, shall take further necessary action in terms of the conditions of this Auction Notice as noted above.

Thanking you,

Yours faithfully,

**For KIOCL Limited-BFU,**

Sd/-  
DGM (Commercial)

## **SPECIAL TERMS & CONDITIONS**

**NOTE:** It may please be noted that the bidders have to quote above the start price mentioned. The auction is on "Subject to approval" basis. Acceptance of H1 bid would be Subject to approval by KIOCL-BFU only.

- 1) Subject to the reserve price, if any, fixed for the materials by the owner M/s. KIOCL Limited - Blast Furnace Unit having its Registered Office at II Block, Koramangala, Bangalore - 560 034 (hereinafter referred to as KIOCL Ltd-BFU) or persons duly authorized in this regard (hereinafter called as Authorities) and on the terms and conditions hereunder, materials will be sold to the highest auction bidder on "As is where is and No complaint basis".

- i) **M/s. e-Procurement Technologies Ltd., having its Registered Office at B-704/705, Wall Street – II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad – 380 006, Gujarat State, India** hereinafter referred to as ETL or Auctioneer is the Selling Agent to KIOCL Ltd- BFU. The contact details of M/s. e-procurement Technologies is as under:

**Mr. Harsh Gajjar**

**Ms. Vaishali Soni**

**Cell: +91 92768 60124**

**Cell: +91 96629 40485**

**Email: [harsh@abcprocure.com](mailto:harsh@abcprocure.com)**

**Email: [vaishali@abcprocure.com](mailto:vaishali@abcprocure.com)**

**Tel: +91 (79) 4001 6868 / 6887 / 6881 / 6867**

**Fax: +91 (79) 4001 6816 / 6876**

- ii) M/s. KIOCL Limited- BFU reserves its right to accept/reject/cancel any bids at any stage during or after the auction, without assigning any reasons whatsoever.
    - iii) Special Terms and Conditions will over ride General Terms and Conditions of Sale by Tender/E-Auction, wherever applicable.
    - iv) KIOCL Limited reserves the right to negotiate with H-1 party for a higher price in case the bids received are below the expected price.

### **2) VALIDITY**

The bidder must keep their offers valid for a period of 30 (thirty) calendar days from the date of closing of the E-Auction which may be extended for any further period of time as may be mutually agreed upon by KIOCL Ltd-BFU and the bidder.

### **3) INSPECTION:**

The bidders are requested to contact the Commercial Department, KIOCL Ltd-BFU, Mangalore for Visitors Pass to inspect the materials.

- i) Inspection of the material will be allowed to the authorized representatives(s) of the prospective bidders who possess the photo identity card issued by ETL.

They can contact DGM (Commercial), KIOCL Ltd-BFU, Mangalore - 575 010, between 10am and 5pm on all working days for inspection of materials.

- ii) The quantity, quality, weight measurement and condition of the items indicated are approximate. Participation and bidding in the Auction shall be treated as conclusive evidence of the fact that the party has inspected the items offered for sale and satisfied himself in all respects regarding quantity, quality, measurement, weight and condition etc., of the items and the principal of Caveat Emptor (let the buyer beware) will apply.
- iii) Quotations received for part quantity under any lot/category shall not be entertained.
- iv) Important Notes:
  - a) The sale of materials is on “As is where is & No Complaint basis-KIOCL Limited-BFU”.
  - b) Quantity mentioned is highly approximate and buyer has to compulsorily lift the entire material in the yard at least up to the level of road on furnace side, inclusive of slag, skull, Chips, dust etc. After completing the lifting, the buyer should hand over a clean level yard to KIOCL.
  - c) The buyer should lift all material including skull pieces on ‘as-is-where-is-basis’. No breaking, screening, selection of pieces or separation of slag will be allowed at site. No assistance from M/s KIOCL will be available.
  - d) For Interstate Sales, advance “C” Form or 5% of total value is to be submitted before lifting the material.
  - e) The successful bidder shall lift the materials within the period as per clause no. 8 of special terms & condition.
  - f) Loading and Transportation of the material is to be arranged by the buyer at his cost.
- v) SPECIAL NOTE – SUBSEQUENT TO INTRODUCTION OF VAT, THE APPLICABLE TAX ON PIG IRON IS AS DETAILED BELOW:
  - a) VAT – 4%
  - b) CST – 2% (against ‘C’ form ONLY)
  - c) Excise Duty – 10% and Cess – 3%

However, all taxes & duties as applicable at the time of lifting would be applicable.

- vi) A single rate, per MT basis (excluding Duties and Taxes), has to be quoted by the bidder for the entire quantity under each category/lot.
- vii) **Integrity Pact:**

Integrity Pact is a part of tender document for all contract agreements/Purchase Orders/ transactions worth Rs.30 Lakhs and above. The External Independent Monitor (EIM) Sri S.S. Meenakshisundaram appointed by KIOCL is vested with authority to verify compliance with the agreement between KIOCL and the tenderer under Integrity Pact.

**EIM contact information:**

Sri S.S.Meenakshisundaram,  
No.1332, Double Road,  
Indiranagar,  
Bangalore- 560 038.  
Phone: 080-25288265  
E-Mail: [meenakshi54@hotmail.com](mailto:meenakshi54@hotmail.com)

The successful bidder shall enter into an “**Integrity Pact**” agreement with KIOCL Limited-BFU as per the format enclosed.

**4) PAYMENT TERMS:**

**Earnest Money Deposit (EMD):-**

The EMD has to be deposited by the Successful Bidder within 5 days of communication from ETL about acceptance of the bid. The bidder shall pay 20% (twenty Percent) of the total sale value (including duties & taxes) in the form of Demand Draft issued by a Nationalized Bank / Scheduled Bank drawn in favour of M/s. KIOCL Ltd-BFU and payable at Mangalore. This amount would be converted as a Security Deposit till entire payment is received.

- i) For Interstate sales- C form has to be given in advance. Alternatively, 5% of total sale value has to be paid additionally by the buyer as a security for submission of C-Form at a later date. **This amount will be in addition to above Security deposit** and will be refunded only after receipt of C-Form

**5) DEPOSITING OF AUCTION VALUE:**

- i) The successful bidder shall deposit the Sale Value plus applicable taxes, duties and any other levies within 15 calendar days from the date of issuance of the Acceptance letter by ETL (excluding the date of issue). Deposits can be made in instalments and lifting of material in parts will be allowed, within the scheduled period of 15 days and in such cases, the EMD will be adjusted only in the final instalment.
- ii) **DEPOSIT OF PAYMENTS**  
The above payment shall be made by Demand Draft / Pay Order/RTGS from a Nationalized / Scheduled Bank in favour of M/s. KIOCL Ltd- BFU payable at Mangalore must be deposited in the office of M/s. KIOCL Ltd, Mangalore for issue of Delivery Order.
- iii) In case, the last day of payment happens to be Closed Holiday for KIOCL / Banks, the next working day will be taken as the day of payment without late payment charge if any.
- iv) **DELAY IN DEPOSITING SALE VALUE & FORFEITURE**  
In the event of default in making payment within the specified time schedule and with extended time, if any, the successful bidder shall pay an additional amount at 1% (One Percent) per week or part thereof on the balance payment for a further period of 21 days. Should the successful bidder fail to deposit the balance payment along with the additional charges within 21 days from the date of expiry

of the time schedule as indicated at Clause-5, with extension thereof, if any, EMD shall be forfeited without any further notice to the successful bidder.

**6) SALES TAX & CESS**

Sales Tax and Cess as applicable at the time of actual delivery date shall be paid extra over the price quoted along with the full balance payment for issue of Auction order. Such Taxes and Cess are assessed by the Sales Tax Authorities at the time of lifting of material shall be binding on the successful bidders for making payments. Dispute if any, shall be taken up directly by the successful bidders with the concerned Statutory Authorities.

C-Form for inter-state sale is to be submitted as per the Provisions of the relevant Sales Tax Act.

3% Cess on all Central Taxes (like Excise Duty, Income Tax (TDA), Service Tax etc.) is applicable for all the lots.

**7) EXCISE DUTY**

The price quoted by the successful bidders shall be excluded from Central Excise Duties or any other duties and shall be paid extra as prevailing at the time of delivery. The rates assessed by the Excise Authorities shall be final and binding on the successful bidder. Disputes if any shall be dealt directly by the bidders with the concerned Statutory Authorities.

**8) DELIVERY SCHEDULE FOR GENERAL & EXCISE MATERIAL:**

The successful bidder shall lift the entire material within 60 (Sixty) Calendar days from the date of issuance of the acceptance (excluding the date of issue).

**9) GROUND RENT:**

In case of any default in lifting the materials by the Successful Bidder within the time limit specified herein above, the un-lifted quantity may be lifted by making payment of ground rent @ 1% (One Percent) per week or part thereof, the Sale value of un-lifted quantity for such default beyond the specified period as stipulated in the delivery order but not later than 5 (Five) weeks from the expiry of the specified time schedule for lifting the materials without ground rent.

In case of goods sold on lot basis, ground rent will be payable @ 1% (One Percent) per week on the value of the entire lot even if partial quantity is lifted, whereas in case of goods sold on unit / weight / number basis the ground rent will be payable only on the value of the un-lifted quantity.

**10) DELIVERY OF THE MATERIALS:**

For taking delivery, Successful Bidders must report by 9.00 AM on working days in the office of DGM (Commercial), KIOCL Ltd-BFU, Mangalore. In case the last date for delivery happens to be a Closed Holiday for KIOCL Ltd-BFU, the next working day will be taken as the last date for lifting without any Ground Rent. Successful Bidders must produce the delivery order issued by ETL at the time of taking delivery of the materials.

The Vehicles engaged by the Successful Bidder to take delivery of the materials must carry all relevant and valid documents such as RC books, Insurance Cover, Driver's License, Emission Certificate etc., issued by the concerned authorities. In the absence of the same, permission for entry of vehicles may not be allowed.

Successful Bidders are advised in their own interest to inform in advance before placement of vehicles for taking delivery of the materials. The Successful Bidder at his own cost may make his own arrangement for removal, dismantling, loading, transporting and he will not be entitled to claim any facility or assistance or cost on this account from KIOCL Ltd-BFU / ETL.

**11) FAILURE TO LIFT MATERIAL:**

In the event sufficient quantity of material is not available for lifting, KIOCL Ltd-BFU shall refund on "pro-rata basis" the value of such shortage in quantity. No claim shall be entertained by KIOCL Ltd-BFU by way of loss or profit, damage or interest etc.

In case, the Successful Bidder fails to take delivery of the material within the stipulated period with extension thereof, if any for the whole or part of the materials, then 15% of the Sale value of the un-lifted quantity along with the ground rent @ 1% per week or part thereof will be forfeited. Refund, if any, for the balance amount on this account will be made based on the written request of the Successful Bidder within a period of 6 (Six) months from the date of E-Auction.

After expiry of the delivery period with extension thereof, if any, KIOCL Ltd-BFU will have the fullest liberty and right to dispose of such goods in any manner as it deems fit and the Successful Bidder will not have any right what so ever in this regard for any compensation, loss etc.

**12) AUTHORISATION TO COLLECT MATERIALS:**

- i) The authorized representative of the Successful Bidder for collection of materials should have a Power of Attorney in his favour duly notarized and his signature duly attested. The Power of Attorney should be executed on the prescribed document paper of Rs. 100/- or as prescribed from time to time. Such authorization should not be revoked under any circumstances without written consent of KIOCL Ltd-BFU.
- ii) The segregation material is not allowed within the premises of KIOCL Ltd-BFU. Breaking / cutting is also not allowed except under special circumstances and should have written permission of KIOCL Ltd-BFU. Items like Battery, Used Oil etc., are to be handled carefully and decanting, spillages are not allowed within the premises of KIOCL Ltd-BFU.
- iii) Weighment recorded at KIOCL Ltd-BFU weighbridge shall be final.

13) Form 39 will be issued by KIOCL Ltd-BFU.

**14) ACCIDENTS ETC., TO THE TENDERER / BIDDER / LABOURER**



- i) If any damage or loss is caused to the employees or the property of KIOCL Ltd-BFU or if any claims are made by KIOCL Ltd-BFU while lifting the materials and by reason of any acts of commissions or negligence on the part of the Successful Bidder or on the part of their agents, representatives or employees, KIOCL Ltd-BFU shall be entitled to recover all such losses damages as may be ascertained by KIOCL Ltd-BFU and the same shall be final & binding on the Successful Bidder. Such amount will be recovered from any pending amount of the Successful Bidder without prejudice to KIOCL Ltd-BFU's right to take further action under the contract as well as recover such losses, damages or claim any other money due to under any other transaction with KIOCL Ltd-BFU or from the Successful Bidder directly.
- ii) KIOCL Ltd-BFU / ETL will not be responsible for any injuries caused due to accidents within factory premises or at the place of work of the owner either to the Successful Bidder or his representatives / Labourer etc., and the Successful Bidder will make proper arrangements for any claim arising out of the employment under statute. It is the responsibility of the Successful Bidder to provide necessary safety appliances (like Hand gloves / safety shoes etc.) to the labourers, who are engaged for taking delivery of the materials. It will be the responsibility of the Successful Bidder taking delivery to employ such labourers, who are familiar to undertake such jobs without causing any damage to themselves or to the material and providing safety appliances. The Successful Bidder shall also take necessary cover for those employed for lifting the materials as is required, at their own cost.
- iii) KIOCL Ltd-BFU / ETL will not be liable for any claim and Successful Bidder shall keep KIOCL Ltd-BFU / ETL fully indemnified and harmless against any claim proceedings on their own or against the employees or others.

**15) SETTLEMENT OF DISPUTES:**

- i) If any time any question, disputes or difference of whatsoever nature shall arise between KIOCL Ltd-BFU and the Successful Bidder upon or in relation to or in connection with the contract, either party may, forthwith give to the other notice in writing of such existence of question, dispute or difference and the same other than the questions, disputes or differences for the decision of which specific provisions have been made in the foregoing Articles of these conditions herein after referred to as "Excepted Matter" and the decision of such "Excepted Matters" according to the said provisions shall be final and binding on the parties shall be referred to Arbitration by a sole Arbitrator to be appointed by KIOCL Ltd-BFU Chairman or any person acting in such capacity.
- ii) When the sole Arbitrator withdraws from his office for any reason or otherwise the Arbitrator is substituted, the Arbitral Proceedings shall continue from that stage onwards and the earlier hearings shall not be repeated.
- iii) The language to be used in the Arbitration Proceedings shall be English.
- iv) The award of the Arbitration shall be final, conclusive and binding on the parties.

- v) The provisions of Arbitration and Conciliation Act 1996, and the Rules there under any statutory modification thereof from time to time in force shall in applicable to this contract.
- vi) The venue of Arbitral proceedings shall be only in Bangalore, India.
- vii) Only Courts in Bangalore shall have jurisdiction regarding the matters relating to the Arbitration.

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