

On behalf of  
**Balmer Lawrie & Co. Ltd.**

SBU – Industrial Packaging, 5, J. N. Heredia Marg, Ballard Estate, Mumbai – 400 001.

**Online Auction Platform and Support Services Provided by**  
**MatexNet Pvt. Ltd.**

**Registered office:** # 4 & 5, 2<sup>nd</sup> & 3<sup>rd</sup> Floor, 1<sup>st</sup> cross, K.R Colony, Domlur Layout, **Bangalore – 560 071.**

Phone: (080) 42440600 to 620 / E-Mail: [matex@matexnet.com](mailto:matex@matexnet.com);

[www.matexnetb2b.com](http://www.matexnetb2b.com), CIN No. U72900KA1995PTC018388.



**Branch Office:** 521, 5th Floor, Commodity Exchange Building, Plot No. 2, 3, & 4,  
Sector – 19, Vashi, **Navi – Mumbai – 400 705.**

Phone: 022- 2783 0266 / 99. E Mail: [mumbai@matexnet.com](mailto:mumbai@matexnet.com)

**MatexNet Pvt. Ltd.** is an authorized e-commerce service provider for **Balmer Lawrie & Co. Ltd.** (Seller) to obtain rates online through its portal [www.matexnetb2b.com](http://www.matexnetb2b.com) The sale and purchase are directly made by the Seller and buyer/s (Bidder/s).

**Online Bids** are invited by **Balmer Lawrie & Co. Ltd. – Industrial Packaging** for awarding contract for sale of Steel & various other scraps generated from the MS barrel production plants at **Chennai** subject to terms and conditions annexed hereto and as per schedule of programme given below.

**Schedule of Programme**

<b>Period of Contract:</b>	<b>One Month – AUGUST 2018 - on arising basis.</b>
<b>Inspection of Auction materials</b>	From 7 <sup>th</sup> July to 14 <sup>th</sup> July 2018. (Except Sundays & Holidays) Time: 10.00 AM to 4.00 PM.
<b>Venue of Inspection</b>	At respective plants. Refer annexures.
<b>EMD Details</b>	Refer Details of Materials for item-wise EMD.
<b>EMD submission</b>	<b>Till Monday, 16<sup>th</sup> July 2018 till 05.00 PM.</b> EMD will be accepted at any of MatexNet's office or at Balmer Lawrie & Co. Ltd. offices at respective locations.
<b>Training on On-Line Auction</b>	<b>Tuesday, 17<sup>th</sup> July 2018, 12.00 Noon To 5.00 PM</b>
<b>On-Line Auction</b>	<b>Thursday, 19<sup>th</sup> July 2018. Refer time slots.</b>
<b>Plant &amp; MatexNet contact details</b>	Refer respective annexures.

**Notes:**

- Your offer should be for Basic Price per UOM.
- The Bids offered by the Bidder shall be on ex-works basis.
- **Statutory levies like Goods & Service Tax and Tax Collection at Source (TCS) shall be levied as per the prevailing rates at the time of taking delivery.**
- For statutory levies applicable at various locations, refer the respective annexures.
- The quantities mentioned in the annexures are only indicative and not committed. The indicative quantities are likely to vary based on the actual generation during the contract period. However, the successful Bidder shall be required to uplift the actual quantity that is made available during the contract period even if it is more than the indicated quantity.
- Pollution Control Board (PCB) certification is not required for any of the items.

**Annexure Chennai**  
32, Sattangadu Village, Manali, Chennai – 600 068, Tamil Nadu.

**Details of Materials**

Time Slot	Item No.	Item Code	Description	Approx. Qty.	UOM	EMD (in Rs).
			<b><u>GROUP – A</u></b>			
10.30 AM to 11.00 AM	301.	9500026	Line Scrap CR Corner Cutting [1.20mm Nominal Thickness]	35	MT	1,00,000/- (One lakh only)
	302.	9500031	Line Scrap CR Corner Cutting [1.00mm Nominal Thickness]	60	MT	
	303.	9500021	Line Scrap CR Corner Cutting [ 1.50mm Nominal Thick]	2	MT	
			<b><u>GROUP – B</u></b>			
11.30 AM  To  12.00 Noon	304.	9500019	Line Scrap CR Rejected Shell [0.8 to1.25mm Nominal Thick]	2	MT	25,000/- (Twenty-Five Thousand only)
	305.	9500043	Line Scrap CR Rejected Top / Bottom [Range from 0.9 to1.25mm Nominal Thick]	2	MT	
	306.	9500022	Line Scrap CR Side Trimmings [Range from 0.8 to1.25mm Nominal Thick]	2	MT	
	307.	9500025	Sundry CR Steel Scrap	1	MT	
	308.	9500044	Line Scrap CR Off Cuts Assorted size [Envelopes, beginning & end of coil]	3	MT	
12.15 PM To 12.45 PM	309.	9500020	Line Scrap CR Punching's [0.8 to 1.25mm Nominal Thick]	1	MT	
	310.	9500000	CR Packing MS [ Band & Strip, Coil Metal Packing]	3	MT	
	311.	9501068	CR Packing GI [ Band & Strip, Coil Metal Packing]	6	MT	
	312.	9500038	Performance Tested/Damaged/De-faced/Seam cut Barrels [0.8 to 1.25mm Nominal Thick]	75	PC	
1.00 PM To 1.30 PM	313.	9500066	Rejected 0.8MM to 1.20mm Barrel	130	PC	
	314.	9500998	Used / Old Empty Paint MS Drum [20 Litre]	800	PC	
	315.	9500002	Used / Old Empty Lacquer MS Drum [25 Litre]	250	PC	

**Taxes & duties:**

- Goods & Service Tax @ 18%(extra as applicable). Presently CGST @ 9%, SGST @ 9% OR IGST @ 18% on MS Scrap items. For all types of Rejected Off Specification M S Barrels, CGST @ 9%, SGST @ 9% OR IGST @ 18%. TCS @ 1% on the overall invoice value will be as applicable.
- The Provisional ID No. for our Chennai Plant is 33AABCB0984E1Z2.
- Those who are interested in quoting for both the Groups should submit the EMD payment by DD separately for each group as mentioned above.

<b><u>Balmer Lawrie &amp; Co. Ltd.</u></b>	<b><u>MatexNet Pvt. Ltd.</u></b>
Mr. T S Elangovan, Executive (Purchase). 044- 2594 6651 / 6500. Fax No.044-2594 1157 Mr. Amlan Gupta, Chief Manager (SCM). 022-66258188 / 66258181, Fax-66258200; Mobile No. 9987499905	Mr. Vignesh. Tel: 044-4343 74 74 / 29 <a href="mailto:chennai@matexnet.com">chennai@matexnet.com</a> .

**EMD DD/PO in favour of “Balmer Lawrie & Co. Ltd.”. Payable at Chennai.**

**EMD can also be made directly to our HDFC Bank (Account No. 00040310010605, NEFT Code - IFSC “HDFC0000004) in advance through electronic transfer and proof of transfer of funds deposited with us.**

## TERMS & CONDITIONS OF THE ONLINE AUCTION

### Definitions

- **SELLER:** Seller referred in this catalog, is Balmer Lawrie & Co. Ltd, Industrial Packaging SBU.
- **SERVICE PROVIDER:** MatexNet Pvt. Ltd. (hereinafter referred to as "MatexNet") is an e-commerce service provider appointed by the seller to facilitate virtual auction by the seller. MatexNet will only facilitate online auction and are considered as third party not particularly interested in the item/s being sold on behalf of seller.
- **BIDDER:** Any person - as an individual OR a proprietor OR a partner OR an authorized representative of any company OR any legal entity and who is paying the requisite EMD and registered at MatexNet and who makes or places a bid for and purchases the auction property either in part or in full is considered as a bidder. One individual can represent as a bidder on his own behalf and on behalf of other companies provided he registers himself in those capacity separately i.e. for each representation he should pay separate Earnest money deposit. Successful Bidder is that Bidder in whose name confirmation of sale is issued by the seller and the order is placed and shall be deemed to include the tenderers successors, representatives, heirs, executors and administrators duly approved by the company.
- **TIMING OF ONLINE BID:** Time, wherever mentioned in any document relating to the bidding event, including the auction catalog, refers to Indian Standard Time (IST) i.e. UTC + 05.30 hrs. 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 MatexNet to ensure that the Server Time reflects as closely as possible the Indian Standard Time (IST) i.e. UTC + 05.30 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Auction Engine (Start, operation, closure) would be guided by the Server Time. Bidders are advised to refresh the right side window of the Auction room to check the exact Server Time that is displayed there.

### 1.0 GENERAL TERMS & CONDITIONS:

- 1.1 Subject to the reserve price, if any, fixed by the SELLER and subject to the terms and conditions set out herein, sale shall be made to the HIGHEST BIDDER on "**AS IS WHERE BASIS**" and "**NO COMPLAINT BASIS.**" The Seller does not undertake any responsibility to procure any permission/license etc., in respect of the auction property offered for sale. The material can be inspected on any working day between **10.00 AM and 4.00 PM with prior appointment.**
- 1.2 SELLER reserves the right to modify and amend the terms & conditions and announce the same at any time before the entire auction concludes. Announcements made during the auction in the auction room and changes made in the catalogue, including start price, bid increment/decrement, extension of time for items where bids are received or not and any other additional conditions OR correction in the catalogue and/or additions or deletions of items being offered for sale, are being done with the consent and knowledge of the seller and those would be binding on the bidder.
- 1.3 Bidders are advised in their own interest not to leave the auction room till the entire auction is concluded. Participation and bidding in this auction shall be treated as conclusive evidence of the fact that the bidder, who has not been previously blacklisted by Balmer Lawrie & Co. Ltd, has inspected the materials and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the auction property, taxes & duties, and other extraneous factors and the Principle of Caveat Emptor (let the buyer beware) will apply. Final decision regarding participation will be with the Seller. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of Auction including the amendments if any, prevailing at the time of Auction. Seller/MatexNet will not entertain any complaints or objections once Bid is placed.
- 1.4 Seller/MatexNet does not give warranty or guarantee of the quality, quantity, measurement, condition, chemical composition of each individual item(s) or lot(s) that form the auction property and about its "End Use" or fitness for a particular purpose.
- 1.5 The highest bidder does not get any right to demand acceptance of his offer. SELLER reserves the right to accept/reject/cancel any bid, withdraw any portion of the Auction Property at any stage from Auction even after acceptance of bid/issue of delivery order, or release order/deposit of full value by successful bidder without assigning any reason thereof. In the event of such rejection/cancellation/withdrawal, SELLER shall refund the value of Auction Property, if paid for, to the successful bidder. SELLER shall not be responsible for any damages/loss whatsoever to the successful bidder on account of such withdrawal.

1.6 EMD amount will not carry interest.

1.7 In the event of failure on the part of the successful bidder to fulfill his contractual obligations, seller/MatexNet reserves the right to debar such bidder from participating in any future auctions conducted by MatexNet on behalf of seller.

**DISCLAIMER:**

1. MatexNet runs its business on the basis of a robust Web Site. However MatexNet is outsourcing server space from a third party hosting company and hence shall ensure the smooth running in all good faith and intention. However, MatexNet will not be held responsible for any failure of power, network, server, hosting server, Internet connectivity, ISP or otherwise at Bidder's end or at MatexNet directly or indirectly affecting online method of Bidding.
2. MatexNet takes no responsibility of the quality, quantity, documentation details of buyers/sellers. Both the buyers & sellers agree to defend indemnity and hold MatexNet harmless of any loss, damage, cost, and expenses caused by any reason during this transaction. In no event shall MatexNet be liable for any loss to the transactors by business, revenues, profit, costs - direct and incidental, consequential or punitive damages of any claim. Both the parties agree to have discussed all the related matter regarding this transaction and have understood in full that MatexNet has provided a source of supply and has nothing to do any further especially with regards to quality, warranty, guarantees, delivery schedules, payments, rejections, transportation, legal laws and regulations to be followed from time to time etc. Since MatexNet does not possess knowledge base of the commodities under transaction, both the parties agree that the matter contained in the material, as a part or as a whole, does not violate any applicable law. MatexNet Pvt. Ltd. is only an e-commerce service provider, and is not and cannot be a party to or control in any manner any transactions between the Seller and Bidder. MatexNet Pvt. Ltd. shall neither be responsible nor liable to mediate or resolve any disputes or disagreements between the Seller and Bidder.
3. The Seller/Bidder agrees to limit the liability of MatexNet Pvt. Ltd. to them for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs, and that the total aggregate liability of MatexNet Pvt. Ltd. to the Seller/Bidder shall not exceed its total fee receivable from the Seller/Bidder. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
4. Bidders/Seller may note that any payments by DD or any other means towards EMD/Security Deposit or other purposes received by MatexNet on behalf of Seller/Bidder shall be handled in good faith and intention. However, MatexNet shall not be responsible for the loss of the DD/Cheque from its custody due to reasons beyond its control such as fire, theft, burglary, loss in transit, accident, war, riots, civil commotion, any terrorist activity, any natural calamity, adverse weather and climatic conditions etc.
5. Wherever images of the auction property are displayed, Bidders may note that MatexNet does not represent or warrant that the images are accurate, complete, reliable, current or error-free even though care has been taken to present them. They are only indicative in nature. Hence, bidders are advised to physically inspect the auction property before placing bids.

2.0 **PARTICIPATION:**

- 2.1 The prospective bidders have to register with MatexNet by submitting the Membership Registration Form duly filled and signed along with self attested copies of their PAN Card, valid VAT registration certificate, and address proof by way of electricity bill, or telephone bill, or Bank account statement for the last six months. The Membership Registration form along with the prescribed documents shall be submitted to MatexNet. The Prospective Bidders, who have submitted the Membership Registration form along with the prescribed documents to MatexNet once, need not submit the same again.
- 2.2 The prospective bidders after completing the registration process as above shall have to deposit Earnest Money Deposit (EMD) for each item separately or for all items as prescribed (refer Details of Auction Material for Item-wise EMD) by Demand Draft / Pay Order on any Scheduled Bank / Nationalized Bank / Co-operative Bank (as prescribed by the Seller) drawn in favour of "**Balmer Lawrie & Co. Ltd.**" (Refer annexures for details). It has to be submitted directly to any office of MatexNet (see details of MatexNet's Offices on [www.matexnet2b.com](http://www.matexnet2b.com)) or Balmer Lawrie offices. **CASH WILL NOT BE ACCEPTED.**

- 2.3 All the bidders participating in the e-auction should mention their valid VAT/TIN Registration Number on online KYC form. KYC forms can be downloaded from MatexNet site "[www.matexnetb2b.com](http://www.matexnetb2b.com)" from 'Register' Link.
- 2.4 Duly filled Declaration Form is to be submitted along with visiting card at any of the offices of MatexNet along with Earnest Money Deposit (EMD).
- 2.5 On completion of the registration process and payment of prescribed EMD as outlined in 2.1 above, MatexNet will activate the User-Identity to login into website ([www.matexnetb2b.com](http://www.matexnetb2b.com)). Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy. Bidders are advised to change the Password. **Prospective Bidders may please note that failure to submit the Membership Registration form duly filled and signed along with the prescribed documents will lead to non-activation of the User ID even if the prescribed EMD has been remitted.**
- 2.6 In case of successful bidder, the EMD amount can be adjusted towards Security Deposit if so desired and not with Running Account. Any excess amount left out with the company on account of EMD after adjusting with the Security Deposit will be refunded to the Bidder. Linking with earlier transactions/adjustments with pending bills of any other amount payable by the company is not allowed.
- 2.7 For unsuccessful bidders, EMD will be refunded by Cheque by Balmer Lawrie. Under any case, SD/EMD shall not bear any interest.
- 2.8 EMD is liable for forfeiture in the event of the following:
- Withdrawal of offers during validity period of the offer
  - Non acceptance of orders
  - Non-confirmation of acceptance of orders within the stipulated time
  - Any unilateral revision made by the Bidder during the validity period of the offer
  - Non-executing of the documents after acceptance of the contract due to any dispute of the Bidder or any reason whatsoever.
  - Non-submission of Security Deposit as prescribed in Clause No. 8.1.

2.9 **Password and Security**

After intending bidders register with MatexNet on the website, they will be allotted a unique user identification (User ID) by MatexNet and they will be prompted to enter a password. This is the log in password. The log in password is a string of characters (combination of alpha, numeric & special characters) used to authenticate the identity and provide access to various resources on the website. The length of the log in password has to be a minimum of eight characters and has to be a combination of alpha and numeric characters. Special characters can also be included to strengthen the log in password. However the following special characters like, ~, ., /, ?, <, >, :, ;, \ ' , \ " , +, =, \_ , - , ^ are not allowed and will be ignored. Bidders are solely responsible for all use and for maintaining and protecting the confidentiality of their User ID and password.

2.10 **Forgot Password**

In case Bidders forget the log in password, the only way they can change their log in password is by clicking on the "Lost Password" link on the home page of the website. Bidders will receive a verification code on their registered e-mail address and their registered mobile phone. Using the verification code Bidders can change their log in password. The e-mail carrying the verification code will also contain a link. Bidders can also change their log in password by clicking on the link that will directly take them to the change password page. Bidders are advised to check their spam / junk mail to check for the e-mail carrying the verification code. MatexNet will not be responsible for non-receipt of SMS/e-mail carrying the verification code. Bidders are advised in their own interest to log in and check to ensure that their credentials are valid before the auction starts to avoid complications in the last minute. Bidders reporting loss of access to their registered mobile phone & their registered e-mail may please note that their request for resetting their log in password will be done only after receipt of a written request along with the full set of documents. Resetting of log in password will be done after verification of the documents submitted and will take at least two working days.

Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy. Bidders are advised to change the Password.

3.0 **CONDITIONS APPLICABLE TO "ONLINE" AUCTION METHOD OF BIDDING:**

- 3.1 **Time Extension:** If any market-leading bid (bid higher than the highest at the point in time) is received within the last 3 minutes ("Time Extension" as mentioned in the Bidding Room will be in force & 3 Minutes is an example) of closing time, the time will be extended automatically by 3 minutes.
- 3.2 **Training:** MatexNet will provide training (online) if required by the bidders at a mutually convenient date and time before the Auction.
- 3.3 **Bids:** All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the Bidders cannot reduce or withdraw the bid for whatever reason. If done so, the seller will forfeit the EMD. The highest and the latest bid on the Auction shall supersede all the previous bids of the bidder. Bidders may please note that in the event of a manual bid amount matching that of an auto bid, the manual bid will prevail and will be considered. The bidder with the highest offer/ bid does not get any right to demand acceptance of his Bid.
- 3.4 **Auto Bid:**
- a. Auto Bid facility is provided for bidders intending to place a maximum/minimum value for a Item /Items.
  - b. Auto Bid is not a confirmed bid. It is only the maximum ceiling amount/minimum floor amount set by the bidder to enable the auction engine to place bids on his behalf, whenever he is outbid, up to the ceiling/floor amount set by him.
  - c. Once an Auto Bid is set, the auction engine will consider the ceiling/floor amount for the next possible bid only, depending on the highest/lowest bid prevailing at that point of time and the increment/decrement amount prescribed for that particular item. However Auto Bid cannot be set for amounts less than two increments/decrements to the highest/lowest bid prevailing at that point of time.
  - d. Bidders may please note that in the event of a manual bid amount matching that of an Auto Bid, the manual bid will prevail and be considered.
- 4.0 **Validity of Bid:** The bid submitted by the bidders should be valid for the Company's acceptance for a period of 30 days from the date of auction.
- 5.0 **Contract Validity -** The contract, if any, awarded against this order will be valid up to **August 2018**.
- 6.0 **Rate: The rates offered by the Bidder shall be on ex-works basis.** The rates quoted to exclude GST, TCS (Tax Collected at Source) & any other levies imposed by the Govt., shall be charged as per rates prevailing at the time of taking delivery of Scrap.
- 7.0 **Sub-Leasing:** The successful Bidder shall not be allowed to sub-let either wholly or any part of the order without the company's prior written consent.
- 8.0 **Payment -** All payments shall be made in the form of Demand Draft/Pay order issued by any Scheduled / Nationalized Bank / Co-operative Banks in favour of **Balmer Lawrie & Co. Ltd.**, before removal of the material.
- 8.1 Security Deposit -** Within 7 days of the company's communication, Successful Bidder/s shall have to deposit 10% of the value of the contract subject to a minimum of Rs.10,000/- (Rupees Ten Thousand only) as Security deposit by DD / Pay Order in favour of Balmer Lawrie & Co. Ltd.
- Cheque /Cash or any other forms of payment are not acceptable towards Security Deposit.
  - The Security Deposit will not bear any interest.
  - The successful Bidder should deposit the Security Deposit amount separately. Security Deposit cannot be clubbed with any Running Account.
  - EMD of successful Bidder will be adjusted in Security deposit.
  - Security Deposit is liable for forfeiture, if Successful Bidder fails to lift the awarded scrap items timely during the stipulated period. Exceptions can be considered as per Clause No.7 of General Terms & Conditions.
  - Successful Bidder violates the tender condition.
  - Security Deposit will be refunded only after successful completion of the contract and depositing of applicable Sales Tax Form.

9.0 **DELIVERY:**

9.1 On receipt of payment along with applicable GST/TCS & other Charges by the Seller, the Seller will allow the Buyer to lift the materials.

9.2 **Segregation / selection of scrap will not be permitted.**

9.3 All weighments (Gross & Nett) for scrap shall be carried out at Company's weigh bridge and in the presence of our representative. Loading of scrap of gross weight more than 30 MT will not be allowed.

9.4 Delivery of scrap shall be normally made on working days only between 10.00 AM and 4.00 PM., except on Saturday between 10.00 AM to 1.00 PM

9.5 At no given time shall the successful Bidder be allowed to accumulate Scrap in excess of one truck load. As such the Bidder must ensure regular removal of scrap from our factory and organise to keep our shop floor and the factory premises clean of scrap at all times. In the event of failure to do so, the buyer /contractor is liable to pay the penalty towards the following.

i) Finance cost for holding inventory of scrap i.e. value of the scrap @ 24% p.a.

ii) Warehousing charges on daily basis @ Rs. 5/-per sq. ft. per day

9.6 The successful Bidder(s) must ensure regular removal of scrap from the Plant and provide adequate labour to keep the shop floor clean of all scraps at all times. The labour employed by the Bidder for removing of scrap from the machine to the storage area will be required to conform to shift working hours of our plant.

9.7 The Company reserves the right to split the total order quantity of various types of scrap to different parties, based on the highest rates obtained.

9.8 Successful bidders should ensure that the material clearance is as per the seller's instructions. Neat and clean maintenance of the stockyard from where the material is lifted is the responsibility of the successful bidder. In the event of non-adherence to the above by the successful bidder, seller will reserve its rights to impose penalties/forfeiture of SD and other payments collected. Weight recorded at the seller's premises shall prevail.

9.9 While taking delivery of the material, it will be at the discretion of the seller or its authorized representative to direct the manner / order in which the materials or items shall be removed. No segregation of the items is allowed inside the seller's premises.

9.10 Once the goods / materials are taken out of the factory gate, purchaser will be solely responsible for all sorts of claims like shortage, missing parts, damage, incident, accident, loss of material etc.

9.11 Resale will not be recognized. The purchaser shall not be entitled to resell any item or part of a item while goods are still lying within the premises of the seller and no delivery would be effected by the seller to any person other than the Purchaser whose names are mentioned in the sale order/Delivery order.

9.12 Purchaser and his men are subject to the security rule of seller in force while in the seller's premises. The purchaser/s, their workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the seller's premises and the purchaser shall be liable for the good conduct, safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of SD.

9.13 While taking delivery of the material, the Purchasers shall be responsible for any damage that may be done to premises / fittings of the SELLER in the course of removing the item or items purchased by them. The SELLER may at its option arrange to make good such damages and the purchaser shall pay for the same on demand. If such payment is not made on demand, the SELLER may forfeit the EMD/Security Deposit or may stop delivery of the material till payment is made.

9.14 SELLER will not at any time be responsible for any injuries caused due to accident within its premises either to the buyer or his representative / labour etc., and the buyer will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves / safety shoes etc.) to the labourers, who are engaged for loading the materials.

9.15 If any accident or damage to the property / life etc. arises by reason of any act of negligence / omission / default or non-compliance with any of the Terms & Conditions or statutory regulations or rules and regulations applicable within the Seller's premises, on the part of the Buyer / his representative or employees, resulting in death or injury to any persons or damages to the property of the SELLER or any third party, then in such an event the Buyer will have to pay compensation to such person including the employees of the SELLER for such accident or injury / death or damage caused to their employees or to any

of the Seller's employees or to others or to the Seller's property. The Buyer shall in such event, keep the SELLER fully indemnified from any demand, claims or proceedings thereof.

9.16 In case the H1 party fails to uplift material continuously for seven days, the company has the discretion to award the contract to H2 party. Company is not bound to give any notice / reminder to H1 party for their continuous failure. Differential amount arising out of such failure will be recovered from H1 party.

9.17 In the event of any dispute with regard to not taking possession / non-availability of inspected Auction Property etc. and forfeiture of 'EMD', MatexNet will not be held responsible for the loss / forfeiture.

#### **10.0 Arbitration**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.

#### **11.0 AWARD OF CONTRACT:**

Only the Highest Quoted (H1) party shall be awarded the contract. The company reserves the right to reject the offers submitted by the Bidder either in part or full without assigning any reasons what so ever. The decision of the company is final in this regard.



**GENERAL CONDITIONS**

1. **Purpose of the contract:** This contract is for sale of MS scrap generated out of barrel manufacturing operations at our plants at various locations as set forth in the Sale Order.
2. Every BID shall be in accordance with the specifications and terms and conditions.
3. All Bidders are requested to note that no negotiations will normally be conducted on post price-bid open except with the highest bidder. It will, therefore, be in the interest of the Bidders to quote the highest price at the initial stage. **During negotiation or in the revised offer, only upward revised prices shall be valid for consideration. No change in the accepted rates shall be permitted during the period of contract under any circumstances.**
4. The Bidder will be required to confirm the negotiations in writing within the time stipulated. If the Bidder fail to comply with this requirement, the company reserves the right to evaluate his tender at its discretion based on their original rates.
5. The Company reserves the right to reject any or all Bids and or to distribute the material to one or more parties without assigning any reason whatsoever. The company is not bound to accept the highest tender and reserves the right to accept one or more tenders in part. The decision of the company in this connection will be final.
6. The material can be inspected on any working day between 10.00 AM and 4.00 PM.
7. The successful Bidder shall also ensure that the entire scrap quantity offered to them are completely lifted from our factory premises before 4.00 PM on the close of the last working day of the contract period, request for extension in this respect shall not be entertained. However, in case, quantity available for upliftment, on the last day of the contract period, falls short of one truckload (ie.9 MT), the bidder may be exempted from upliftment of such left over quantity provided the bidder informs the Plant well in advance, for non-upliftment. In such a case, BL reserves the right to waive off the forfeiture of the Security Deposit amount.
8. The successful Bidder shall be responsible for fulfilling all statutory obligations in respect of PF, ESI, Laws and Injuries Act etc., for their labour force working in company's premises. Necessary contributions for their workmen shall be deposited by the successful Bidder. They shall also provide complete information and furnish all records to the company whenever asked for. In the event of any additional levies or penalties being imposed on this account to remit the same within the due dates under advice to the company. In all respects, contractor will be responsible for employment, welfare, conduct etc. of his employees.
9. Necessary labour for collecting / removing scrap from the Generation Point / Shop Floor shall be organized by the successful Bidder and such labour shall be required to confirm to the normal Shift working hours of our Barrel Division.
10. In case of unsatisfactory performance of the contractor either in relation to lifting of the materials or to adherence of specified time limits or to misbehavior of the contractor's employees with the companies / customer employees etc. the company reserves its right to cancel part or whole of the contract and sell the material elsewhere, in which case the contractor shall also be liable for forfeiture of the Security Deposit.
11. The contractor shall hold the company and MatexNet harmless and indemnified from and against all claims, charges and costs for which the company may be held liable under the Workmen's Compensation Act 1923. Employees Liability Act 1930 and amendments thereof and expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the company, arising out or occasion through acts of commissions/omissions whether due to negligence or not of the contractor or his agents or his employees in carrying out the job of the contractor will be the liability of the contractor.
12. The contractor shall hold the Company and MatexNet harmless and indemnified from all claims, costs and charges for which the company may be held liable in respect of any loss of injury exchanged to any third party through servants/employees/agents. This indemnity shall be in addition to, and not in lieu of any indemnity towards the company may be entitled by law.
13. The thickness indicated in the statement is on the basis of the thickness of the steel used from which the scrap is generated. No representation and / or guarantee is made by the Company as to the thickness of steel scrap.

**DECLARATION FORM**

To,  
**Chief Manager (SCM)  
Balmer Lawrie & Co. Ltd.  
5, J. N. Heredia Marg,  
Ballard Estate, Mumbai - 400 001.**

**Date:**

**Dear Sir,**

I/We, the bidder/s do hereby state that, I/We have read the entire Tender Documents in full and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the online Bids for sale of Steel & various other scraps by Balmer Lawrie & Co. Ltd.

I/We further declare that the information revealed by me/us in this acceptance form is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid/s submitted by me/us is liable to be cancelled and in such case the Earnest Money Deposit paid by me/us is liable to be forfeited by the seller and the seller will be at liberty to annul the offer made to me/us at any point of time.

I/We also agree that after my/our offer/bid placed by me/us for purchase of the material is accepted by the seller and I/we fail to accept or act upon the terms & conditions of the offer letter or am /are not able to complete the transaction within the time limit specified in the offer letter for any reason whatsoever and/or fail to fulfill any/all the terms & conditions of the auction catalog and offer letter, the Earnest Money Deposit and any other monies paid by me/us along with the tender and thereafter, are liable to be forfeited by the seller and that the seller has also a right to proceed against me/us for specific performance of the contract, if so desired by the seller.

The decisions taken by representatives of seller shall be binding on me.

I/We also undertake to abide by the additional conditions if announced during the auction including the announcement of correction in catalogue and/or additions or deletions of items being offered for sale.

I/We note with due care that MatexNet shall be making the announcements of correction with the consent and knowledge of the seller and MatexNet shall not be liable for these last minute change.

**I/We confirm that I or any of our official(s)/director(s) and family members are not directly or indirectly associated with manufacturing or supply of new 210 ltr M S Barrels.**

WE ACCEPT ALL YOUR TERMS & CONDITIONS AS STATED ABOVE.

**Signature of Authorized Signatory with Name and Seal.**

**Date:**

USER ID .....

Company / Firm / Person / Concern / in whose name the material is/are to be purchased: .....

Contact Person(s): .....

Designation: ..... (In case of company/firm, give, in addition, names of key Directors / Partners)

Whether Sole Trader / Partnership / Private Limited Company / Public Limited Company: .....

Address of the Registered Office	Address of the Branch Office quoted against this tender	Address of the Factory/Godown

Phone No.: ..... Mobile No.: ..... Fax No.: .....

E-Mail: .....

Year of Establishment:

Date of Registration (With Xerox copies):

Registration No.:

Year of commencement of Operations:

Details of business activities including activities including that of sister concerns, if any.

Whether this material is used for own use or sold elsewhere? If so, give the details of the end use (Give details in a separate sheet)

List of large companies/Public Sector Undertakings to which you have quoted for the same job with details of value and year of execution.

Annual turnover in the last 3 years:

IT Exemption / Clearance certificate No. &amp; Date:

PAN No.: .....

GST Registration No. ....

Name &amp; Address of the Bankers with A/c No.:

.....

(Please furnish Bankers Certificate)

Are you familiar with e- Auction/online bidding? YES / NO

If NO, attending a Mock e-Auction with prior appointment is mandatory. And in an event the Mock e-Auction is not attended, NO COMPLAINTS will be entertained.

**EMD details:**

Item No.	DD/PO/UTR No.	Bank Name	Branch	Dated	EMD Amount

Signature of Authorized Signatory with Name and Seal.

Date: