

E-tender and E-Auction of Scrap Items for 6 Months

	<p>STRICTLY WITH PRIOR APPOINTMENT (Email Request for Inspection with Person Name, Date and Time) between: 10:00 AM to 4:00 PM Last Dates to visit site locations for inspection of material 18th to 21st of July, 2016</p>
<p>Documents Required</p>	<ol style="list-style-type: none"> 1. Signed copy of Declaration Form 2. Certified Copy of TIN, CST & PAN Number.
<p>Seller and Venue of Inspection</p>	<p>Sterlite Technologies Limited Survey No.99, Madhuban Dam Road. Rakholi-Silvassa-396230 Tel: (260-6612200) Contact Details: Mr. Sameer Karandikar, sameer.karandikar@sterlite.com</p> <p>Sterlite Technologies Limited Survey No. 209 PTB Division Phase-II, Piparia Industrial Estate, PIPARIA, Silvassa, DNH-396230 India Tel: (0260:6610001)</p> <p>Contact Details: Mr. Rakesh Kumar. rakesh.kumar@sterlite.com Mr. Rahul Rekhate, rahul.rekhate@sterlite.com</p>
<p>Caution Money Deposit (CMD) And Earnest Money Deposit (EMD)</p>	<ol style="list-style-type: none"> 1. For participating, the intending bidders/ tendered shall pay refundable Caution Money Deposit (CMD) amount mentioned in below table with qty. separately for E-auction and E-auction. 2. DD favoring "STERLITE TECHNOLOGIES LIMITED & Payable at Silvassa 3. Registration form duly filled is must. 4. Last date of submission of CMD is 20th July 2016 5. CMD needs to be send through courier/Post at Auctioneers Mumbai Office <p>1. EMD – amount will 5% of contract value and need to be deposited within 7 seven working days from next day of declaration of result.</p> <p>2. CMD of unsuccessful participants will be sent back within seven working days after completion of auction. Unsuccessful bidders/tenderer can collect their CMD DD from Sterlite Office. On the request of bidder Sterlite can send CMD DD through courier at bidder’s risk to the address given by them on registration form.</p> <p>3. CMD/ EMD shall bear no interest.</p>

E-Auction Date & Time	26th July 2016 11:30 AM to 13:00 (with provision of automated Time Extensions for every 10minutes and Maximum 30 minutes)
E-tender Date & Time	E-tender Starting at 11:00 AM on 25th July 2016 and E-tender Closing at 11:00AM on 26th July 2016
E Auction Platform	https://www.ashvinauctioneers.com
Auctioneers Address and Contact Details	B/314 Shyamkamal CHS, Agarwal Market, Vile Parle (E), Mumbai – 57 Tel: (22) 26107515. Contact Person: Mr. Julian Shah & Ashvin Shah, M: 9820739509 and 9820133274
Successful participant's CMD:	Once Seller declares the result of Auction, CMD of successful participant will be kept for a contract period (6 Months) as EMD.
Quantity	As per CBD
Contract Period	For Scrap only (1 st August 2016 to 30th January 2017)
Loading	Loading time 9.30am to 4.00 pm only • "Loading will be arrange by vendor"
Result Declaration	Within 7 working days from the last day of the Auction.
Forfeiture of Earnest Money Deposit And PENALTY	<ol style="list-style-type: none"> SECURITY PAYMENT: In case of delay in making the payment penalty at the rate of 0.2% per day (prorata) of the material value will be charged. On further delay beyond 1 week (plus extension granted if any by the seller in special cases), the bidders deposit will stand forfeited. In such a case the bidder will be declared as backed out and the opportunity of purchase given to any other buyer. 100% PAYMENT & LIFTING OF MATERIAL: Absolutely necessary to put a vehicle as per schedule ,failing which Rs 2,000/- ground rent per day will be charged for a period of four days beyond which the lot will forfeited with deposit . The company is free to claim such further losses, damages caused by the bidder for failure to lift the material
Payment	100% Advance before lifting the material through DD / RTGS / NEFT
Submission of "C" Form	<p>Buyers who are not in position to submit C form in advance have to deposit difference of sales tax (full tax - concessional tax charged) (i.e. 10.5%) for entire lot along with first installment of payment and same will be refunded on submission of C form.</p> <p>Buyers should submit form C for purchase of a period ending Quarter has to submit their form C before completion of Subsequent quarter (i.e. Three months from the last date of quarter ending). If fails, we will issue Debit Note for non-issue of form C along with interest @ 15% as per DNH VAT Regulation Act and the same amount will be deposited with VAT Dept. which will not be refundable. Period of Quarter: (April-June), (Jul-Sep.), (Oct-Dec.) and (Jan- Mar.).</p>
Penalty for delayed Payment and Delivery	<ol style="list-style-type: none"> <u>For delay in Balance payment:</u> Penalty @1% interest per week or part thereof on balance amount to be paid from the expiry of free period. No more extension will be given after expiry of one week. <u>For delay in Delivery of the material:</u> In case the purchaser fails to remove and take complete delivery of the goods sold or part thereof within the scheduled time, the Seller may at its discretion extend the period by levying down godown rent Rs 2000/day & In case of delay in making the payment penalty @ 0.2% per day on lot value will be charged., subject to a maximum of one week, No more extension will be given above one week. No further extension will be given under any circumstances then mentioned in

	<p>this clause and on expiry of the extended period as mentioned in this clause, EMD will stand forfeited to the said Company without any further notice or any communication.</p> <p>4. In case contractor fails to lift the material during the validity of the delivery Order, total amount deposited shall be forfeited without any notice.</p>
Allocation	<p>Company reserves the right to decide on item allocation.</p> <p>Company reserves the right either to give entire quantity of each item to single vendor</p> <p>[or] share between different vendor [SOB]</p> <p>Within a week time from the date of auction company will declare the allocation and will release contracts accordingly.</p>
Delivery:	<p>Any quantity more than truck load to be lifted immediately within 2 days from the date of confirmation. Any Delay will attract penalty clause.</p> <p>Other details as per company schedule</p>

INSTRUCTIONS TO THE TENDER PARTICIPANTS

1. Bidders are requested to fill up the Registration Form Completely and attach the same with CMD, without which CMD will be returned back.
2. Participation and bidding / submitting Offer in this tender shall be treated as conclusive evidence of the fact that the bidder has inspected the Tendered Property and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the Tender property, taxes and duties, and other extraneous factors and the Principle of Caveat Emptor (let the buyer beware) will apply. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of Tender including the amendments if any, prevailing at the time of Tender. Seller will not entertain any complaints or objections once Offer is submitted.
3. Seller 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 / tender property and about its "End Use" or fitness for a particular purpose.
Sale is on "AS IS WHERE BASIS" and "NO COMPLAINT BASIS IS."
4. The highest bidder/ offer do 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 / tender Property at any stage from Auction / tender even after acceptance of bid/ issue of delivery order or release order/ deposit of full value by successful bidder without assigning any reason there of. In the event of such rejection/ cancellation/ withdrawal, SELLER, shall refund the value of Auction / tender 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.
5. In the event of failure on the part of the successful bidder to fulfill his contractual obligations, seller reserves the right to debar such bidder from participating in any future auction / tenders conducted on behalf of seller.

Other Terms and Conditions :

- a. Excise, Sales Tax, TCS or any other taxes as applicable under the relevant Act will be charged extra at the rate prevailing at the time of delivery and the rate offered shall be exclusive of all taxes.
- b. Customers for which CST is applicable will have to submit "C" Form at the time of lifting of material, otherwise full sales tax will be applicable.

- c. Contractors shall be fully responsible for safety of his workers & equipment and shall abide by safety rules prescribed by the Govt.
- d. Contractor shall be responsible for & shall follow safety rules under the provision of Factory act 1948 & Indian Electricity Safety Rules amended up to date and other statutory safety rules & regulation in force during currency of the contract.
- e. The Contractor shall provide all safety gadgets/ equipment to his workers before putting them on job and shall also ensure that his workmen make use of the safety items while at work.
- f. Charges towards any damage of the Sterlite equipment / material caused due to mis-handling by contractor's workers shall be deducted from Contractor's bill after assessment by our Engineer In charge. The assessments of our Engineer In charge shall be final & binding on the Contractor.
- g. RULES AND REGULATIONS: The contractor shall follow all the rules and regulations under contract Labor Act, Factories Act, Industrial Dispute Act, Payment of Bonus Act, PF Act, ESI Act, Gratuity Act, Maternity act, All India Motor Vehicle Act 1988, Rajasthan Motor Vehicle Rules 1951, as amended up to date and other laws in force during the currency of Contract.
- h. All trucks, handcarts, carrying such materials outside our premises are subject to inspection by our Security Deptt. at the gate. If required, the buyer will have to unload the vehicle if Security Officer Demands for a surprise check.
- i. Any person employed or engaged by the buyer for the purpose of the execution of the contract shall be required to observe the rules and regulations that are prevailing in our Company. The movement of his persons shall be restricted only to the place of work assigned to them. Each person engaged by the buyer shall be required to obtain a Pass from our Security Department for entering and leaving our Factory premises. All the labour engaged by the buyer shall be subjected to inspection by our Security Dept.
- j. All notices, letters sent to the purchaser shall be deemed to have been received by him/them on expiry of 48 hours from the time of posting if the same are sent at the address given by the purchaser.
- k. If any person/s bid at the auction on behalf of the undisclosed principal, he / they shall immediately after the bid at the time of payment of EMD, disclose the name of his / their principal who is the actual purchaser and the receipt for the caution money and/or earnest money would be issued in the name of the principal.
- l. Resale will not be recognized and release order will be made out in the name of actual successful purchasers only.
- m. The purchaser shall not be entitled to resell any lot or part of a lot while the goods are still lying within the premises of the Company and no delivery would be affected by the Company to any person other than the purchaser whose names are mentioned in the delivery order.
- n. All purchasers of the lots before collecting purchased materials from inside the works should contact the Company's authorized officer to get them fully acquainted with safety rules and regulations. Purchasers will be allowed to start collecting materials only when they have confirmed in writing that they are agreeable to follow the various safety rules and plant regulations.

- o. The Company will in no way be responsible for any accident, damage or injury to the contractor's workmen or equipment while on factory premises.
- p. If the successful purchaser at any stage either neglects or refuses or is unable to take delivery of the materials for any reasons whatsoever or the performance of the purchaser is unsatisfactory, the Company will have the right to terminate the contract, enforce forfeiture of purchaser's EMD/security deposit and claim such further losses and damages that may be caused to the Company to determine and declare at its sole discretion.
- q. In the event of the purchaser failing to remove the materials and to pay price thereof, the Co. shall be free to sell the goods to any person or persons and to recover from the original purchaser the amount by which materials actually sold, falls short of the price agreed by the original purchaser. This does not in any way effect the right of the Company to forfeit EMD as provided herein.
- r. The successful purchaser is also required to sign an agreement to complete the sale according to the conditions hereof and subscribe his signature to the Bid-sheet against the lot or lots knocked down to him. In the event of the purchaser failing to sign the agreement or Bid-sheet the goods may, if the Auctioneers / Company think fit, be put up for sale again immediately and resold on account and at the risk of the defaulting purchaser who shall be responsible for the deficit, if any, in the price and such deficit shall be debt due from the defaulting purchaser, but he shall not be entitled to any increase arising from such resale.
- s. Special Conditions of sale or Additional Conditions of sale, if any, will be announced at the time of auction.

Steps for Actual Bidding Procedure

- 1. Go to www.ashvinauctioneers.com ; New Bidders register yourselves by clicking on New User Button. Then Ashvin & Co. Admin will activate your account. Please submit Pan Card Copy, VAT Copy, Auction Registration Form mentioned below in this catalog..
- 2. First Enter in the bidder room use your own – “user name” and “Password”.
- 3. Auction Room: After paying CMD a key will be sent to you. A key is to be inserted in Login ID & you will be entered in Auction room.
- 4. Click on to place bid
- 5. Ie. This will take you to the Bidding Page. A separate Window opens which is the Bid room.
- **6. Manual / Auto Bid Now Start Bidding.** You can either Bid Manually OR can use Auto-Bid. (In Auto bid, the computer will bid on your behalf up to that value you given.)
- In the Manual Bid option, you can put your bid in the text box available for each ITEM and submit it every time. A bid confirmation pop up box will appear to confirming whether you want to go ahead with the bid posted or not. **If you confirm the bid, your bid will be posted.** If your bid is accepted, that will be displayed in “Your bid” column on your right side screen. Also the highest bid amount will be displayed in “Highest bid” column. If you are the highest bidder at the time, **“Your Bid” column will be highlighted with “green” background.**
- During the auction, the current highest bid of the bidder, the bid status and the bid history can be viewed on the screen all the times. Bids can be placed at the specified time mentioned during the auction day.
- Enter your starting bid amount in “Your Amount” text box, the minimum increment is a optional text box by default it will take the minimum increment amount which is fixed by the company for that product. Enter the maximum amount in the “Maximum Ceiling Amount” text box. Submit your auto bid after filling all the above values.
- You can see your Bid Value and the Highest Bid Value for a particular lot after bidding once.
- **Auto Time Extension AVAILABLE in this e-Auction (Every 10 MINS AND FOR MAXIMUM UPTO 30 MINS).**
- **Special Note:** Bidders are requested to check the Bid Entry in words & figures before confirming it. Any wrong bids will lead to forfeiture of Caution Money Deposit (CMD) and said lot will be re-auctioned immediately and the bidder is barred from the future bidding if any.

DECLARATION on Company Letter Head



Passport Size Photo

DATE: _____

Signature

No. STL-Rakholi, Piparia & OPGW /AC-

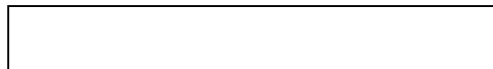
To,

Sterlite Technologies Limited

Silvassa (Rakholi & Piparia & OPGW)

Dear Sir,

- 1) I/We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the On-line auction and etender catalog for Sale including the disclaimer clauses 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 On-line Auction and etender **dt. 21.07.2016** for sale of Scrap Materials by Sterlite Technologies Ltd (STL) as per enclosed catalogue.
- 2) I/We further declare that I/We intend to purchase the above-referred material from STL for our own use/business and 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 tome/us at any point of time.
- 3) I/We also agree that after my/our offer/bid placed by me/us for purchase of the material is accepted by STL 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 STL.
- 4) The decisions taken by representatives of STL shall be binding on me.



Signature of Authorized Signatory with name and Company Seal

USER ID(if exists)_____

Person / concern / firm / company in whose name the material is/are to be purchased

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Contact Person(s)_____

Designation _____

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

Address _____

Phone No. _____ Mobile No. _____ Fax No.- _____

E-Mail _____

Sales Tax / VAT Reg. No. / TIN No. (self-attested photo-copy to be submitted _____)

PAN No. (self-attested photo-copy to be submitted) _____

Are you familiar with e- Auction/On-line bidding and e-tendering? YES/NO

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

PARTICIPATION IN E-AUCTION OR E-TENDER OR BOTH

E-tender Only E-auction Only BOTH

Date of E-auction: 21.07.2016 Location: Rakholi, Piparia & OPGW

Lot No.	DD/PO No.	Bank Name	Branch	Dated	EMD Amount

Note: I/ We have inspected the items and read the terms and condition of sale and offered bid unconditionally.

Document Required for Registration of Bidders

1. Certified true copy of **GPCB/MPCB/CPCB/PCB if applicable)**
2. Sales tax MVAT Registration
3. Copies of the PAN NO. , CST No. & TIN NO.
4. Shop Establishment license
5. Photograph of the owner & Bidder
6. Registration Application on Company's letterhead
7. Declaration Form
8. Latest Income Tax Return Acknowledgement Copy

Signature of Authorized Signatory with Name and Seal.

Name & Ashvin & Co. Seal: _____

Scrap LIST for 6 Months with Sterlite Power Transmission Limited (Locations – Rakholi, Piparia, and OPGW)

Scrap stock available and generation for next 6 Month (Piparia, OPGW and Rakholi)									
Sr. No.	Material Description	UOM	As on date Available Qty (A)	Monthly Generation	Qty for 6 Next Months (B)	Total Qty (A+B)	Stock available location	CMD Amount	Remarks
1	Alu Dross	MT	96	80	480	576	Rakholi PCB vendor only	100000/-	Pricing Nalco base IE07
2	ACS Scrap	MT	241	16	96	337	Piparia OPGW	100000/-	
3	SS Tape	MT	0	3.5	21	21	Piparia OPGW		
4	SS Tube with fiber	MT	10	1.5	9	19	Piparia OPGW		
5	Alu EC scrap with plastic	MT	22	2.5	15	37	Piparia OPGW		