



# **THE BISRA STONE LIME COMPANY LIMITED**

**( A SUBSIDIARY OF RASHTRIYA ISPAT NIGAM LIMITED )**

## **E-AUCTION NOTICE FOR SALE OF LIMESTONE LUMP (Size 15-50 MM)**

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**THE BISRA STONE LIME COMPANY LIMITED  
PO-BIRMITRAPUR, DISTRICT-SUNDARGARH  
ODISHA-770033**

**ONLINE FORWARD AUCTION NOTICE**

**BSLC/e-Auction/LS/2025-26/185**



# THE BISRA STONE LIME COMPANY LIMITED

## A SUBSIDIARY OF RASHTRIYA ISPAT NIGAM LIMITED

### ONLINE FORWARD AUCTION (OFA) NOTICE

**Sub:** Notice inviting Sale of **Limestone Lump Size (15-50 MM)** with Ex-Mines Birmitrapur/ delivery through online forward auction process.

1. Bisra Stone Lime Company Limited (BSLC) intends to sell materials mentioned in the list of materials on **Ex-Mines Birmitrapur** basis via e-auction. Online biddings are invited from the interested parties for the same through our e-auction website <https://srm.vizagsteel.com>.
2. Interested parties can participate online through website <https://srm.vizagsteel.com> by registering with BSLC(Form provided in Annexure-1) and submitting the required Pre-Bid EMD along with necessary certificates.
3. The bidders are advised to refer to all the Terms & Conditions for better understanding before participating in the auction. The auction Terms & Conditions have to be accepted online before participation in e-auction.
4. Bidding Basis: Lot wise
5. Bid Validity: Bid placed by the bidders/customers in the online auction will be valid for acceptance for a period of 60 days from the date of auction.

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**SYNOPSIS OF CATALOGUE**

|                                   |                                                                                                                 |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------|
| <b>Reference Number</b>           | BSLC/e_Auction/LS/2025-26/185    Date: 06/11/2025                                                               |
| <b>Auction Number</b>             | *Will be Communicated to bidders via emails                                                                     |
| <b>Item Description</b>           | Limestone Lump Size (15-50MM) of grade as defined in the catalogue                                              |
| <b>Quantity</b>                   | As defined in the list of materials                                                                             |
| <b>Auction Date &amp; Time</b>    | 15/11/2025 & 11:30 Hours                                                                                        |
| <b>E-auction Platform</b>         | <a href="https://srm.vizagsteel.com">https://srm.vizagsteel.com</a>                                             |
| <b>Duration of the auction</b>    | Minimum 60 minutes<br>(Actual duration is subject to automatic closing time)                                    |
| <b>Inspection Date &amp; Time</b> | Up to 17:00 hours of the previous day of the auction<br>(Note: Only on working days and in mines working hours) |
| <b>EMD Amount</b>                 | As defined in the catalogue                                                                                     |
| <b>EMD Submission</b>             | Up to 17:00 hours of the previous day of the auction                                                            |
| <b>Bidding Basis</b>              | Lot-wise                                                                                                        |
| <b>Payment</b>                    | Full payment in advance only                                                                                    |
| <b>Payment Date/Schedule</b>      | Within 7 working days from the date of issue of Sale Order                                                      |
| <b>Mode of Delivery</b>           | By Road- 1 Lots                                                                                                 |
| <b>Bid Validity</b>               | 60 days                                                                                                         |
| <b>Delivery Period</b>            | 17 days from date of Sale Order( SO )                                                                           |



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**LIST OF MATERIALS**

| Sl. No.      | Material Description | Indicative Specifications                                                                                                        | No. of Lots | Quantity Per Lot (MT) | Mode of Dispatch | EMD(Rs)* |
|--------------|----------------------|----------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------------|------------------|----------|
| 1            | Limestone Lump       | Size :15-50mm<br>Tolerance (+50mm) : 5% max<br>Tolerance (-15mm) : 5% max<br>CaO:44% (Min.)<br>MgO : 3-4.5 %<br>SiO2: 6.5% (Max) | 1           | 5,000                 | Road             | 75,000/- |
| <b>Total</b> |                      |                                                                                                                                  |             | <b>5,000</b>          |                  |          |

*Note: Quantity tolerance is +/- 10% per lot*

***\*EMD: Rs.60,000/- for 01 Lot of 4,000 MT OR Rs.1 Lakh for more than 01 Lot***

**Date: 10.11.2025**

**Place: Birmitrapur**

Sr. General Manager  
(The Bisra Stone Lime Company)

**Contact Details:**

| Name & Designation           | Email ID                                                                                                                                | Contact number        |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Mr. P. Srinivasulu, Sr.GM    | <a href="mailto:pslu_sriniv@vizagsteel.com">pslu_sriniv@vizagsteel.com</a> & <a href="mailto:pslu4678@gmail.com">pslu4678@gmail.com</a> | 9849589785/7780290251 |
| Mr.S.N.Mohapatra, Mgr(Mines) | <a href="mailto:bslcoltd.brmp1@gmail.com">bslcoltd.brmp1@gmail.com</a>                                                                  | 9437502625/8917260259 |
| Mr. D.P.DAS, IT-Professional | <a href="mailto:bslcoltd.brmp1@gmail.com">bslcoltd.brmp1@gmail.com</a>                                                                  | 9437212598            |

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### PRE-BID DEPOSIT AMOUNT

Non-Interest bearing Pre-Bid Earnest Money Deposit (EMD) of amount as described above as per lot size will have to be deposited in favour of BSLC Ltd.

EMD is to be paid through RTGS. Bank detail of BSLC is as below. This pre bid deposit will be refunded to the unsuccessful customers on the basis of online requests from the customers.

|                  |                     |
|------------------|---------------------|
| Beneficiary Name | BSLC                |
| Bank Name        | State Bank of India |
| Branch Name      | Birmitrapur         |
| Account No       | 11275000131         |
| IFSC Code        | SBIN0004860         |

BSLC will issue a user ID and password to each such eligible bidder.

Customers have to register to get user ID and Password. Registration form is provided in the Annexure-1. Valid GST registration certificate along with PAN Card copy is required for registration.

**Note:** It is the responsibility of the willing parties who have submitted documents expressing interest to participate in the particular Online Auction, to go through the requirements and submit all documents as per conditions mentioned in this auction document. Hence the parties are advised to carefully go through the requirements of this auction document and submit all relevant information. Any deviation to the requirements of this auction document (lack of information etc.) will be construed as Conditional and measures as decided by BSLC will be applicable. The decision of BSLC in this regard will be final & binding on the bidder.



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### Note:

1. Final bids given by the bidders in the online forward auction should be kept valid for 60 (sixty) working days from the date of conduct of online forward auction for acceptance by BSLC.
2. If for any reasons beyond the control of BSLC all the materials offered through the online forward auction (OFA) or part thereof cannot be delivered by BSLC, the liability of BSLC will be limited only to refund of proportionate amount paid by the customer as applicable for the quantity not delivered and EMD for the subject lot.
3. The sale of materials shall be governed by online forward Auction Notice, Special terms and conditions and General Terms and Conditions of sale from BSLC through online forward auction. However, the Auction Notice, Special terms & conditions will override any similar clause laid out in BSLC OFA General Terms and Conditions.
4. Placing a bid on the e-auction platform and being allocated by the system does not entitle the bidder on any rights on the material. The bids placed are strictly subject to approval by BSLC. BSLC reserves the right to cancel or reject any or all bids without assigning any reason whatsoever and the decision of BSLC in this regard shall be final and binding and not liable to be questioned in any court or before any authority. BSLC reserves the right to withdraw from the sale after advertising, Auction or after issue of sale offer of any quantity of the material without assigning any reasons thereof to the bidder and customer. BSLC will not be responsible for any damages/loss what so ever to the bidder and customer on account of such withdrawal.
5. The Bidder has to submit the valid procurement license/ Trading License in Form-D, before lifting the material and the bidder also requested to provide the unloading station code in case of despatch of material by Rail mode. DDM may seek additional information like valid factory boiler certificate, Consent to Operate(CTO), Consent to Establish (CTE), Environment Clearance (EC) certificate etc. before issuing of permit for lifting the material from BSLC.



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### SPECIAL TERMS AND CONDITIONS

1. Material scheduled given in “List of Material”, is intended to be offered for sale within the contract period.
2. The quantity mentioned in the catalogue is indicative. Actual quantity may vary by  $\pm 10\%$  per lot in case of Road dispatches. In case of dispatch by rail, the weighment/chargeable weight (in the absence of weighment by Railways) of the rake as per Railway Receipt are to be considered.
3. In case material is not supplied by BSLC, the money deposited towards the sale will be refunded by BSLC without any interest.
4. **Water Sprinkling:** The Bidder has to engage one water sprinkler (Minimum capacity of 10KL) for sprinkling water at haul road from loading point to G.O. Weighbridge.
5. **CONTRACT PERIOD:**
  - a. The bid validity(60 days) shall be as specified in the e-auction catalogue.
  - b. If any goods for which sales order is issued and could not be delivered to the customer within the stipulated time of 17 days from the date of Sale Order, either in full or in part due to reasons attributable to BSLC, extension of delivery period may be granted by BSLC for the days commensurate to the period of delay which will be at the sole discretion of BSLC.
  - c. In case of delivery by Rail, if any restriction is imposed by the Railways Authorities specifically for the concerned siding of BSLC (where railway indent is registered) for stoppage of supplies of empty rakes, BSLC shall at its sole discretion, may grant extension of delivery period for the days commensurate to such period of restriction on production of authenticated documents. In such case, there should be pending railway indents during the tenure of such restriction. It is also clarified that BSLC will facilitate for DDM permission for lifting and railway indent on deposit of requisite fee.



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- d. For any consideration of request for extension of delivery period on the above stated ground at (a) & (b), it is necessary that the buyers should have made full payment towards value of material and other dues strictly as per terms of e-auction.
- e. In the event of non-lifting of material due to the reasons stated at (a), (b) & (c), BSLC may, at its own discretion, either extend the delivery period or refund EMD for the concerned lot. The decision of BSLC in this regard shall be final and binding on buyers.

### 6. RATE:

- a. Best rate is to be quoted online on internet site <https://srm.vizagsteel.com> per MT basis exclusive of Royalty, DMF, NMET, User Fee GST and other applicable levies. Applicable taxes and duties during the pendency of the contract including Royalty, DMF, NMET, USER Fee & GST, etc. will be charged extra. Any increase/decrease in taxes, Royalty, DMF, NMET etc. or imposition of any new duties & taxes by Statutory Authorities would be on the account of buyers and payable by the buyers. Price per MT of a product shall be calculated as follows:

| Description               |   | Remarks                        |
|---------------------------|---|--------------------------------|
| Basic Price               | A | Rs.100.00/MT(say)              |
| Add: Royalty              | B | Rs. 90.00/MT                   |
| Addition Royalty          | C | Rs. 90.00                      |
| Add: DMF                  | D | Rs.27.00/MT (@ 30% of Royalty) |
| Add: User Fee             | E | Rs. 1.00 per MT                |
| Add: NMEDT                | F | Rs 2.70/MT (@ 3% of Royalty)   |
| Sub Total (G=A+B+C+D+E+F) | G | Rs. 310.70/MT                  |
| Add: GST as applicable    | H | Rs. 15.54/MT 5% of (G)         |
| Grand Total ( I = G+H )   | I | Rs. 326.24/MT                  |

**Note-1:** Basic price of the material is exclusive of all applicable levies namely ROYALTY, ADDITIONAL ROYALTY, DMF, NMEDT, USER FEE & GST.

**Note-2:** Loading to the Tipper and Transportation Charges (Road) shall be borne by SB



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- b. This rate shall be valid for 60 (sixty) working days from the date of online auction for acceptance by the Company. Once the rate is accepted by BSLC the price shall remain firm during the period of contract. BSLC will be under no obligation to communicate to the bidders in case the rate obtained in the E-Auction is not acceptable.

### 7. BIDDING

- a. The quantity bidding would consist of a single stage. In this Stage of Online Auction, the bidders have to bid for the number of units/ lots they want to book with a maximum limit of units for which bidders had provided Pre Bid EMD.

| S. No. | Material Description | Normal Bid Increment (Rs/MT) |
|--------|----------------------|------------------------------|
| 1      | Limestone            | 10                           |

- b. The price and quantity bided online should remain valid for a period of 7 (seven) working days from the date of online auction for acceptance by BSLC. Any modification / variation made thereto by the bidders during the above period of 7 (seven) working days shall be construed as withdrawal from the OFA and in that event, BSLC shall reserve the right to cancel the bid and forfeit the Pre Bid EMD without any further reference to the bidder. BSLC will notify to all successful bidders (SB) whose bid has been accepted, by issuing Sale offer in prescribed format.

### 8. TERMS OF PAYMENT

#### a. Security Deposit (SD)

The Pre-Bid EMD of Successful Bidder (SB) will get automatically converted into Security Deposit.

The SD will be released on the following terms:

- After successful lifting the allocated quantity / lot by the SB within the specified time.
- The minimum lifted quantity should be as specified in the catalogue.
- SD will be released after successful completion of the contract.
- BSLC may refund the EMD of the concerned lot to the SB if it is decide not to extend the delivery period in the eventuality as mentioned in clause no 4 of Special terms and conditions.



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The SD will be forfeited:

- i. Each lot will be treated as an independent contract and will be bound by the terms & conditions specified in the catalogue.
- ii. For each individual lot, the SB has to lift minimum quantity against each of the concerned lots as specified in the catalogue.
- iii. If the SB is unable to lift the quantity due to any reason whatsoever, then the amount of SD for the incomplete lots will stand forfeited, if extension is not granted by BSLC as stipulated in clause “Contract Period” of Special Terms & Conditions are decided to be refunded as stipulated above.
- iv. In case bidders are unable to lift the minimum quantity (Lot/Unit Size minus tolerance limit as specified in the catalogue) against each of the concerned lot, then the amount of SD for the incomplete lots will stand forfeited.
- v. However, in case of allotment of multiple lots to a single bidder, minimum quantity (successful lifting) shall be determined on the basis of whole allotted quantity minus tolerance limit as specified in the catalogue.

### **b. Payment for lifting of material**

- i. The SB has to deposit non-interest-bearing advance payment covering full value of 100% of the material within a specified time (7 days from date of acceptance letter for the product sold in auction).
- ii. All payments towards material value, taxes, etc. are to be made in the form of RTGS or any electronic money transfer system approved by RBI in favour of “The Bisra Stone Lime Company Ltd.” drawn on a Scheduled/Nationalized Bank and payable at Birmtrapur and are to be deposited with BSLC Birmtrapur. Bank collection charges, if applicable, shall be borne by the SB.
- iii. Adjustment against any payable by BSLC to the SB cannot be considered.



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### c. Failure to deposit payments

- i. Failure to deposit above payment within the stipulated period will result in termination of contract without any notice to the SB.
- ii. Failure to deposit above payment within the stipulated period will result in forfeiture of Pre bid EMD/SD as the case may be.

## 9. MODE OF DISPATCH

### a. Delivery by Rail

- i. Indent with railways shall be registered immediately by BSLC after the readiness of materials. BSLC shall make necessary arrangements for placement of rakes. BSLC shall not be responsible for non-placement of rakes by the railways.
- ii. After fulfilling all commercial formalities within the specified time as mentioned in the auction document by the SB, if BSLC could not place indent within the contract period, BSLC will refund the SD and material value which has been deposited by SB to BSLC for the concerned lot without interest.
- iii. SB has to lift the minimum quantity against each of the concerned lot or each rake load as per weighment in Railway receipt (RR) as per actual. Applicable railway freight is to be deposited by the SB at the time of payment of material value by Demand Drafts in favour of FA & CAO, S.E. Railway, Garden reach Kolkata. If the SB fails to deposit the railway freight before placement of wagons the material shall be booked /dispatched to others. Apart from the railway freight the SB has to bear “**Per Trip Siding Charges(PTSC)**” on actual basis. RTGS/DD charges will be borne by SB.
- iv. SB shall be responsible for cancellation of any pending indents for railway rakes after the completion of the contract period and in that case necessary cancellation charges has to be borne by SB.
- v. In case rakes are placed after the contract period, the same shall be returned empty and BSLC shall in no way be responsible for any consequences of the same. Punitive charges if any imposed by Railways has to be borne by the SB. However BSLC reserves the right for approval on case to case basis.



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***Note:** In case of Rail loading, Demurrage charges for delayed loading beyond permissible hours, Under loading and Overloading are borne by BSLC.*

- vi. If SB fails to lift the material within the stipulated time (17 Days) of the contract, the EMD for the lot shall stand forfeited with the closing hour of the contractual period, unless the contractual period is extended. If the bidder fails to lift the quantity even during the extended period, the EMD for the lot shall stand forfeited with the closing hours of the extended period.

The SB has to ensure that all the pollution norms/Forest Rules or other rules applicable for such type of contract as applicable in the State during loading and transportation are followed. For any violation of any Rules by the SB, BSLC will not be held responsible on any account in this regard.

### **b. Delivery by Road**

- i) The Loading of Material on the Dumpers of SB is on the scope of SB, however vehicles with valid permit will only be allowed by Mines Manager of BSLC.
- ii) The driver must have valid Driving License.
- iii) The Transporting agencies and the vehicles engaged for mineral transport must have valid registration under i3MS portal, Govt. of Odisha vide notification No.MXXXIII-(a)-21/15 6470/DM, dated 31/07/2015 of the Director of Mines office, Bhubaneswar.
- iv) The gross weight of vehicle shall not be more than 50 tons capacity.**
- v) SB fails to lift the material within the stipulated time of the contract; the EMD for the lot shall stand forfeited with the closing hour of the contractual period, unless the contractual period is extended. If the bidder fails to lift the quantity even during the extended period, the EMD for the lot shall stand forfeited with the closing hours of the extended period.
- vi) The SB has to ensure that all the pollution norms/Forest Rules or other rules applicable for such type of contract as applicable in the State during loading and transportation are followed. For any violation of any Rules by the SB, BSLC will not be held responsible on any account in this regard.



# THE BISRA STONE LIME COMPANY LIMITED

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### 10.SAMPLING & ANALYSIS

- i. Sampling & Analysis of mineral by Third party can be facilitated by BSLC if required by SB.
- ii. However, the cost of Sampling & Analysis by Third party shall be borne by the SB.

### 11.WEIGHMENT

#### a. By Rail

- i. Actual weighment indicated on RR will be final for payment provided wagons are weighed at railway weighbridge en-route and clear and unqualified RR is furnished by the railways.
- ii. In case the wagons are not weighed and actual weight is not indicated in the RR the weight will be determined by weight volume ratio method by the Public Analyst which shall be final and binding on both the parties.

***Note:** completion of loading of the material, it will be weighed at enroute i.e. in Railway in motion weighbridge and on the basis of the weighment, railway will generate RR (Railway receipt) mentioning freight, DPO (Development charges), DS (Seasonal charges), Demurrage charges, Punitive charges (POL) and PTSC (Per Trip Siding Charges). All these charges railway will collect at the time of Collection of freight. Bidder will deposit the above total Railway freight in shape of Demand Draft with BSLC in favour of 'FA & CAO, S. E. Railway, Garden Reach, Kolkata', payable at Kolkata maximum of 4 (four) nos. of Demand draft with actual denominations and bidder's authorised person will witness the payment of Railway freight and generation of RR at Railway station, Birmitrapur.*

#### b. By Road

- i. All the vehicles engaged for transporting of minerals will be weighted at G.O weighbridge of BSLC.
- ii. The Govt. transit pass in form No M1/Y will be provided against each trip by our G.O weighbridge. Transit pass must be collected by SB from the GO weighbridge.



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### **12.DELIVERY SCHEDULE**

SB has to lift the total offered quantity within 17 days from the date of issue of SO. Extension of Delivery period may be considered by BSLC based on the merit.

### **13.TERMINATION CLAUSE**

If the SB fails to arrange payment within 7 (clear working) days from date of issue of SO, as per provision of clause related to Terms of Payment above, BSLC will terminate the contract without any notice to SB, forfeit the Pre-Bid Earnest Money Deposit/Security Deposit (as the case may be).

### **14.ABANDONED GOODS**

- a. The SB must have effect complete removal of the goods from the site within the date specified in the sales orders issued by the BSLC. In case goods are not removed in full within the specified date, sales orders 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 SB. BSLC will have full right on such abandoned goods and will be entitled to dispose of the same in any manners it deemed fit without any reference to the SB. The SB will have no claim on goods treated as abandoned goods. The Successful Bidder shall further be held liable to compensate BSLC for any losses suffered by the BSLC on this account would be recovered from the security deposit or any other sum to the SB including material value.

### **15.ARBITRATION**

Any dispute or difference under or arising out of or to in respect of the Agreement/ Accepted OFA may be referred to the sole arbitration of a person appointed by The Managing Director, THE BISRA STONE LIME CO. LTD and his decision in the matter will be final and binding on the Buyer and the BSLC. The arbitration will be carried out as per Arbitration Act, 1996 and Rules made there-under as amended from time to time.



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### **16.AWARDING AUTHORITY**

Decision of BSLC Management shall be final and binding. BSLC reserves the right to accept/reject any bid without assigning any reason whatsoever. BSLC also reserves the right to split the order as it deems fit.

### **17.JURISDICTION**

All kinds of Legal proceedings against “THE BISRA STONE LIME CO. LTD.” in any matter arising out of the purchase shall be under the jurisdiction of appropriate Courts of Rourkela.

**18.**Interested parties may visit mines to inspect the materials by prior arrangement with office of Business Head (9437083925, 9776555554), Mines I/c (8917260259) with prior appointment on any working day.

**19.**SB whose bid has been approved by BSLC, should intimate the name & address of their local representative who should be present at the work site and coordinate with the executing Dept. to carry out the job properly. All-important communication with SB shall be through letters/e-mails/notices put up in Notice Boards at mines office and it will be obligation of SB not to overlook such Notices. Any plea of ignorance of such Notices / letters put up in the Notice Board at mines office shall not be accepted.

**20.**BSLC accepts no liability towards any claim, compensation / damage that may arise out of non-fulfilment of contracts between the SB and any third party. BSLC will give no cognizance to such 3<sup>rd</sup> party with whom it has no privity of the contract.

**21.**A contract shall be deemed to have been concluded between SB& BSLC upon acceptance of the bid by BSLC in writing and the terms & conditions herein shall be binding on both the parties.

**22.**In the event of any internal requirement of materials including those from Steel Plants under SAIL and Government, BSLC shall reserve the right to curtail quantity from the account of SB or cancel the contract.



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- 23.** The bidders shall adhere to the Mines Act, Rules, Mines Regulations and Order issued under them.
- 24.** It shall be the responsibility of the persons submitting the applications to ensure that the documents have been submitted in the formats and as per the terms and conditions prescribed in the BSLC website and no change is made therein before submission of their documents in the event of any doubt regarding the terms and conditions / formats, the person concerned may seek clarifications from the authorized officer of BSLC. In case any tampering/unauthorized alteration is noticed in the documents submitted, from the documents available on the BSLC website, the said documents shall be summarily rejected and BSLC shall have no liability whatsoever on the matter. However, deviation if any, proposed by the applicant maybe separately indicated be for acceptance or otherwise of BSLC. Such proposed deviation will not be treated as tampering for the purpose of application of this clause.

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# THE BISRA STONE LIME COMPANY LIMITED

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### GENERAL TERMS & CONDITIONS

#### 1. DEFINITION

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

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1  | <p>“BSLC” shall mean “THE BISRA STONE LIME CO. LTD.,” incorporated under the Companies Act, 1956 and having their registered office at PLOT NO – 255, PRISTINE GREEN, POKHARIPUT , BHUBANESWAR-751020, India and their mines / unit, which term or expression unless excluded by or repugnant to the context shall include their successors and permitted assigns.</p> <p>Online forward auction is conducted for THE BISRA STONE LIME CO. LTD. On <a href="https://srm.vizagsteel.com">https://srm.vizagsteel.com</a></p> |
| 1.2  | LOI – Letter of intent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 1.3  | SB – Successful Bidder/ Bidders                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 1.4  | SO – Sales Order                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1.5  | SD – Security Deposit (SD)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.6  | EMD – Pre Bid Earnest Money Deposit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1.7  | OFA – Online Forward Auction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 1.8  | FOT – Free on Truck / Tipper/Dumper                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1.9  | FOR – Free on Rail                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 1.10 | DD – Demand Draft                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 1.11 | BC – Banker’s Cheque                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 1.12 | AIWIB – As is where is basis                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |



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|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.13 | “The Contract” shall mean and include the BSLC OFA: General Terms & Conditions of sale from Mines of BSLC for sale through online auction / Forward Auction (OFA), Auction notice, General Rules & Regulations governing conduct of Online Forward Auction, Definition of key terms, Letter of interest cum undertaking, Acceptance of offer by BSLC / Sale Offer, Sales order along with subsequent amendments if any and other documents issued by BSLC pertaining to the referred auction through internet. Bidding on the auction platform and being allotted by the system does not grant any rights on the material to the bidder. The highest bid is subject to approval by BSLC. |
| 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 subject to approval by BSLC. In other words, the venue for the auction is an Internet web site / platform.                                                                                                                                                                                                                                                                                                                                                                  |
| 1.15 | Bidder–Bidder is the individual/business entity participating in the auction, intending to buy the item(s) from the Client                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 1.16 | RTGS – Real Time Gross Settlement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1.17 | NEFT-National Electronic Funds Transfer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 1.18 | Competent Authority – MD, BSLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |



# **THE BISRA STONE LIME COMPANY LIMITED**

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### **2. INSPECTION OF MATERIAL**

#### **a. For material available on ground**

- i. 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 can be obtained from concerned Authority.
- ii. The bidders shall be deemed to have inspected the materials and satisfied with physical and chemical specifications they are bidding for, whether they have inspected the materials or not . 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.
- iii. BSLC does not give any guarantee that the Acceptance of offer / Sale offer / 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 BSLC.

3. Any Party intending to participate in online forward auctions need to duly sign and stamp each page of “BSLC OFA: General Terms & Conditions of Sale from Mines of BSLC for sale through Online Forward Auction (OFA), General Rules & Regulations governing conduct of Online Forward Auction, Definition of key terms, Auction Notice, Special terms and conditions, General Terms & Conditions of Auction, Application & Letter of interest cum undertaking” and submit them to the BSLC along with necessary Pre Bid EMD as stated in auction notice. Then the BSLC will issue a user ID and a password to the bidder.

Bidders are also requested to change the passwords allocated to them by the BSLC 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 BSLC Provider responsible in any manner whatsoever for any misuse of these User IDs and / or password.



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Before actual participation, the bidders may obtain necessary help from the BSLC Team (ref at page-4 of OFA document) who shall coordinate with RINL ( the Service Provider) so as to enable them to participate in the online forward auction process, without any difficulty.

#### **4. PRE BID EARNEST MONEY DEPOSIT**

- a. The parties intending to bid in the Online Auction shall be required to deposit a non interest bearing EMD for the amount prescribed in notice for auction through internet in the form of RTGS or any electronic money transfer system approved by RBI drawn on a nationalized / scheduled bank drawn in favour of “THE BISRA STONE LIME CO. LTD.”, payable at Birmitrapur Branch as mentioned in the auction notice for auction through internet to participate in the online auction ;
  - b. Cheques will not be accepted towards Pre Bid Earnest Money deposit.
  - c. PSUs/ Govt. Departments are exempted from submitting EMD / SD. Micro and Small Scale Industries are also exempted from submitting EMD subject to submission of valid Udyog Memorandum/ NSIC certificate. However, successful MSME Bidder needs to submit SD of Rs 60,000/- (Rupees Sixty thousand only) for one lot of 4,000 MT OR Rs 1,00,000/- ( Rupees One lakh) for more than one lot before sales order is generated.
  - d. In the case of unsuccessful bidders, the Pre Bid EMD will be returned after finalization of auction. No interest shall accrue on the amount of Pre Bid EMD
- 5.** Bidders hereby confirm that they will participate in the online auction and shall commit to lift the product (being bid for) at the price entered by them at the time of auction if declared as H1 bidder and their bid is approved by BSLC and sale offer for the same is issued by BSLC. All prices entered shall be legally binding on the bidders.

#### **6. VALIDITY OF BIDS**

The bid quoted should remain valid for acceptance by BSLC for 60 days from the date of conduct of auction as stipulated in the notice for auction through internet.



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### **7. 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. If the bidders fail to observe the foregoing stipulation, their SD or Earnest Money Deposit, as applicable, shall be forfeited.

8. The BSLC reserves the right to accept or reject any or all the bids and this decision shall be final and binding and not liable to be questioned in any court or before any authority.
9. 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 BSLC; 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 BSLC; if so, give details
10. Any bidder giving false information / particulars may be debarred from any future dealings with BSLC as per prevailing procedures and also as stipulated in special terms & conditions of sale, if any.
11. 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.
12. Joint participation in bidding by two or more firms shall not be accepted.
13. BSLC reserves the right to defer or pre-pone 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.
14. Unless specified otherwise all the payments whether against Pre Bid EMD /SD and value of materials as advance, shall be subject to the following :-



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- a. Payment should be made by way of Demand Draft / Pay Order/ any electronic money transfer system approved by RBI on a nationalized / scheduled bank drawn in favour of “THE BISRA STONE LIME CO. LTD” and payable at Birmistrapur branch as specified in the notice for auction through internet.
- b. In the process of encashment of such DDs / POs, if any bank collection charge is paid / involved, the same shall be debited to the customer.
- c. No interest shall be payable against any deposit whatsoever whether the same is as Pre Bid EMD or Security Deposit (SD) Advance value of materials, regardless of whether the contract is wholly or partially executed or remain unexecuted.

### **15.ACCEPTANCE OF OFFER / SALE OFFER / OFFER LETTER**

When a bid is accepted by BSLC, the SB shall be notified by an “Acceptance of offer / Sale offer / Offer Letter” which will be dispatched by post / courier / email or handed over to the authorized representative of customer.

### **16.SECURITY DEPOSITE AND PAYMENT TOWARDS MATERIAL VALUE**

- a. As defined in the Special Terms & Conditions of the auction
- b. No interest shall accrue on SD.
- c. BSLC will be entitled to recover from the SD all the money due to BSLC concerning the sale and other statutory liabilities from the customer.
- d. The refund of SD is subject to the satisfactory execution of the auction. The SD will be refunded after completion of lifting within the contract period and claimed by the party.
- e. Taxes and Duties: As mentioned in the Auction Notice.
- f. Failure to make payment: As defined in Special Terms & Conditions of the auction.

### **17.SALES ORDER**

On receipt of full payment from the customer/SB, BSLC will issue a “SalesOrder (SO)” through e-mail ID or By Hand. The SB is required to sign on the sale order for taking delivery. If this is not possible and if the customer desires to take delivery



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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 SB. BSLC may at its sole discretion, decline to act on any such letter of authority and it shall be in all cases, for the SB to satisfy the concerned department that the authority is genuine. Confirmation of receipt of SO may be sent by the SB in BSLC mail id([bslcoltd.brmp1@gmail.com](mailto:bslcoltd.brmp1@gmail.com)) .

#### 18.DELIVERY

- a. The goods sold will have to be removed by the customer from the site within the date specified in the **Auction Notice/Special Terms & Conditions/Sales order**.
- b. Delivery of materials will be made during working hours on all working days on presentation of the Sales 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.
- c. The SB will make their own arrangement for transportation of mineral / lots purchased and will not be entitled to claim any facilities or assistance for the transporting mineral/ lots from the premise. The fact that such application has been made to BSLC or any delay on the part of the management to grant such facilities does not entitle the SB for any extension of the delivery date.
- d. No picking, sorting, cutting, cleaning or breaking up of goods or materials sold will be permitted.
- e. Delivery through proxy will be at the sole risk and responsibility of the SB and no claim shall be entertained against BSLC on this account, whatsoever, if delivery is effected to wrong persons.
- f. In case of Delivery by rail weight mentioned in RR will be final Complaints regarding the difference in scale weight will not be entertained
- g. The SB shall arrange for transportation of mineral. The SB shall not lift or remove any material, which is not conforming to the sales order. The SB shall remove the goods / lots only from the area earmarked / specified in the Sales Order and BSLC's decision shall be final and binding on the customer in this regard.



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h. Customer should get acquainted with system and procedure of loading, weightment and dispatch of materials. They should also get conversant with approved route to be followed by trucks / trailers inside the BSLC premises.

i. **Extension of Delivery Date:**

If any goods for which Sales Order is issued could not be delivered to the SB within the stipulated time (17 days from receipt of SO), either in full or in part due to reasons attributable to BSLC, BSLC may extend the date fixed for removal of the goods for a period as deemed fit.

### 19.SHORTAGE OF GOODS

Where goods are sold in lots and not in number or units, any reference to the quantity and weight in the notice or other documents shall not be a point of dispute and the SB shall have no claim against BSLC for refund of whole or any part of the SB's money or for loss of profit, interest, damage or otherwise.

Where materials are sold by weight and the SB 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.

### 20.RE-SALE

Re-sale will not be recognized by BSLC. Acceptance of offers / Sale offer / Offer letters and Sales Order will be made out only in the name of SB.

### 21.WITHDRAWAL OF GOODS FROM SALE

BSLC reserves the right to withdraw from the sale after advertising or after issuance of acceptance of offer / sale offer / offer letter for any item of any quantity of the materials by number or weight without assigning any reasons thereof to the SB.

BSLC will not be responsible for any damages / loss whatsoever to the SB on account of such withdrawal.



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### **22. QUANTITY TOLERANCE**

In the event, goods are found in excess of the quantity specified in the sales order, BSLC may at its discretion offer the surplus quantity as per terms mentioned in the Auction Notice & Special terms & conditions. The customer will be allowed to deposit the cost only after an amendment to that effect has been issued by BSLC. BSLC also has the right either to demand the customer to remit the additional amount due and obtain a valid receipt before removing the excess quantity. If the SB fail to deposit the cost of excess quantity specified in the sales order within 48 hrs, then BSLC will recover the same amount from the SD.

### **23. RECOVERY OF DUE**

Any sum of money due and payable to the SB including EMD (returnable to him under this contract) may be appropriated by BSLC and / or any unit of BSLC 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 BSLC.

### **24. PAYMENT OF INTEREST**

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

**25.** In case the SB 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 BSLC shall be entitled to cancel the contract and forfeit the entire Pre Bid Earnest Money Deposit/ Security Deposit (SD). They shall be further liable for all the losses that might be caused to BSLC on account of such unlawful activity and unauthorized / wrongful removal. In such cases BSLC may initiate proceedings for banning of business dealing with such SB as per procedure prevailing in the Mines.



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### **26.DAMAGE TO BSLC PROPERTIES**

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

### **27.ILLEGAL GRATIFICATION**

Any bribes, commission, gifts or advantage given, promised or offered by or on behalf of the bidder or his partner, agent, or servant to any officer, servant, representative, or agent of the BSLC 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 shall be resulting into the cancellation of this contract.

### **28.COMPLIANCE OF LABOUR LAWS AND SAFETY RULES**

- a. During the period the customer's workers deputed within the mines, MMDR Act, rules, regulations and circulars issued by DGMs, DDM, IBM, MOEFCC will be applicable.
- b. 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 BSLC against all claims, or compensation under the provision of Workman's Compensation Act, 1923 or any other law for the time being in force.
- c. 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 BSLC'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 the equipments and other materials / supply etc. brought by him at site i.e. either inside the plant / unit or outside



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BSLC's premises as per the terms of the contract are safe to the workmen in accordance with the relevant Act ( including its latest amendments ).

- d. BSLC has to be indemnified against any accident / injury to the workmen deployed by SB or damage to plant / unit & machinery that may occur in course of loading of materials.

e. **Safety Appliances, Training, Precautions:**

The SB shall supply all types of safety appliances and maintain the same in good working conditions. The SB shall appraise the dumper / trailer operators/ 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.

- f. The SB 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.
- g. The SB shall be fully responsible for the safety of his workmen and employees. The customer shall however, follow all instructions and direction that the Safety Department of the concerned mines 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 mines. The customer shall also assist the said department in regard to the enquiry and implementation of safety measures.
- h. The SB 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.
- i. **Violation of safety requirements**

In the event of violation of safety requirements, company may direct stoppage of work and direct the SB to remedy the defects or supply the facility / equipment as the case may be. The SB 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 SB for contribution or any other action including recovery of any damage



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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 SB in relation to the discharge of obligation for the SB under the contract.

- j. Wherever applicable, the SB shall be responsible for security / safety of the workmen like the drivers of trucks, etc., engaged by him, for which SB shall have to observe all safety rules inside the company premises and Plant / Unit shall in accordance with this condition accepted by SB, BSLC stand indemnified against any accident / injury to the workmen deployed by SB, that may occur in course of transportation of mineral etc.. SB shall provide safety appliances to the workforce at his cost.

In Case any penalty is imposed by any statutory authority, then, cost, penalty, interest will be recovered from the SB.

The vehicle to be deployed for lifting must have valid road tax, insurance, fitness, pollution clearance etc. The driver must have valid Driving License. The person must complete VTC refresher course in Vocational Training Centre and IME/PME (Initial/periodical medical examination)

The Transporting agencies and the vehicles engaged for mineral transport must have valid registration under i3MS portal, Govt. of Odisha vide notification No.MXXXIII-(a)-21/15 6470/DM, dated 31/07/2015 of the Director of Mines office, Bhubaneswar.

- 29.**All-important communication with SB shall be through letters / couriers / emails and / or notices put up in notice board at BSLC 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.

### **30. THIRD PARTY INSURANCE/ INDEMNITY BOND**

- a. It shall be the responsibility of the SB 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.



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- b. BSLC shall not be responsible for any damage to the trucks / trailers etc. suffered by the SB while executing the contract. The SB in his own interest shall obtain suitable and sufficient cover from underwriters and no claim / correspondence on this account shall be entertained by BSLC.
- c. The SB 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 SB shall assume responsibility for and shall indemnify and save BSLC 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 SB has assumed responsibility under the contract.
- d. The SB must take a third party insurance covering losses / damage to premises, equipment, machinery and other installation of the BSLC, wherever applicable, as well as any accidents / deaths of either the BSLC employees or to the SB'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 offer.

#### **31.DEATH, BANKRUPTCY etc.**

If the SB 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 BSLC in writing of such happening within one week from the date of such event and BSLC 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 SB 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.



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### **32.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 BSLC, one representative of the SB and a representative of Legal department of BSLC.

### **33.ARBITRATION CLAUSE**

- a. 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.
- b. 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.
- c. 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 Managing Director of the BSLC in which arbitration is invoked.
- d. In case the designation of the Managing Director is changed or his office abolished, the officer who for the time being is entrusted with the functions of the Managing Director, BSLC 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
- e. 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.



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- f. 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).
- g. 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.

### **34.LEGAL JURISDICTION**

All kinds of legal proceedings against “THE BISRA STONE LIME CO. LTD” in any matter arising out of the purchase shall be under the jurisdiction of the appropriate Courts of Rourkela.

### **35.FORCE MAJEURE CONDITIONS**

- a. 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 SB invoking the Force Majeure condition(s), BSLC shall have the option to cancel the contract for reasons of any or all of the Force Majeure conditions notified by the SB without being able to pay any compensation whatsoever to the BSLC.



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- b. 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.

### **36.CONTRACT CLOSING**

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

- 37.**Any conflict between BSLC OFA General Terms and conditions & the Auction Notice along with the Special terms & conditions, the Auction Notice along with Special terms & conditions will be overriding and finally will be binding on the SB.

\*\*\*\*\*



## **GENERAL RULES AND REGULATION GOVERNING CONDUCT OF ONLINE AUCTIONS**

### **1. INTRODUCTION**

This Online Forward Auction is being conducted by THE BISRA STONE LIME CO. LTD. on the Auction Platform <https://srm.vizagsteel.com>.

The General Rules and Regulations provided herein govern the conduct of Online Forward Auctions. 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 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- A”. Prospective bidders are advised to read through the same.

### **2. ROLE OF BSLC**

- a. Input of the Auction items and defining the bidding rule in the auction engine.
- b. Finalization of the auction items.
- c. Defining of bidding rules for each auction.
- d. Enhancing bidder awareness of and comfort with the auction mechanism and bidding rules.
- e. Enlarging the bidder base by introducing new bidders.
- f. Collection of Pre-Bid Security Deposit, Letter of Interest etc. from the willing bidders.
- g. Providing access to the eligible bidders to participate in the Auction.

### **3. ROLE OF BIDDER**

The role of the bidder is outlined below:



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- a. The bidder would participate in the auction with the aim of bidding to secure the auctioned item in the auction.
- b. 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 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 BSLC responsible in any manner whatsoever for any misuse of these user IDs and/or Password.
- c. Access to the auction mechanism shall be provided to all the eligible bidders subsequent to obtaining their written consent to the General Rules & Regulations and the Letter of Interest. Payment of Pre-Bid EMD as decided by the BSLC before the start of the Forward auction will be one of the necessary conditions for participating in the auction.
- d. Bidders hereby confirm that they shall commit to lift the item (being bid for) at the price entered by them in the auction engine if the bid is approved by the BSLC. 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 deemed fit by BSLC.
- e. In the event of winning an allotment in the auction mechanism, the bidder shall commit to fulfil outlined obligations under the contract, provided the same is approved by the BSLC, in writing.
- f. The bidders shall bid on the terms specified by the BSLC & place their bids in the auction engine in the manner specified. The bidders shall not stipulate any conditions on their own unless the terms of the BSLC expressly permit such conditions being stipulated by the bidder. Bids entered with conditions attached shall be considered Conditional bids & BSLC retains the right of rejecting these bids even without intimating.

#### 4. 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 eligible bidders with



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the information and terms specific to the auction in which they are bidding. This would include:

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

While it shall be the endeavour of BSLC to specify these rules at the earliest for each online auction, the BSLC shall retain the right to delay the announcement of these bidding rules or modify rules specified earlier at the time of the online bidding. 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.

### 5. CONDUCT OF THE AUCTION:

Only those bidders who have been approved by the BSLC will be given “Login ID” and “PASSWORD” to enable them view and participate in online 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.

BSLC retains the right to cancel or reschedule the auction on any of the following reasons:

- i. The number of confirmed bidders is deemed insufficient to conduct the auction.



# THE BISRA STONE LIME COMPANY LIMITED

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- ii. Some of the confirmed bidders are unable to access the module due to infrastructure problems such as sustained power failure or telecommunication breakdown.
- iii. There are no bids which are equal to or above Start Bid Price.
- iv. Any other reason which in the opinion of BSLC 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 BSLC.

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, BSLC shall have the right to undertake one or more of the following steps:

- i. Cancellation/ premature termination of the auction with/ without a subsequent rerun of the auction on a mutually decided date
- ii. Cancellation of a bid
- iii. Locking / deactivate a bidder's account (suspension of operations in the account), etc.

### 6. RIGHT OF THE BSLC

The BSLC 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 BSLC would be final and binding on the bidder in any such case.

### 7. JURISDICTION

Any disputes relating to the online auction module shall be subject to the sole jurisdiction of Rourkela Court only.

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**ANNEXURE A**

**DEFINITION OF KEY TERMS**

**1. ONLINE FORWARD AUCTIONS (OFA)**

Online auctions refer to those auctions which are conducted through the Internet with the bidders (from one or more locations) simultaneously bidding for item/s for sale. In other words, the venue for the auction is on an Internet website/ platform.

**2. AWARD AT THE AUCTION**

In a single winner format, only one bidder (normally the bidder who quotes the highest price) is awarded all the lot/lots of the item being auctioned. The bidder quoting the highest price is normally allotted the item subject to approval by the BSLC.

**3. BIDDER**

Bidder is the individual/business entity participating in the auction, intending to buy the item/s.

**4. START BID PRICE (SBP)**

The SBP sets the starting price of auction for the lot. No one can provide lower bid than SBP. SBP in any case should not be treated as the price at which the BSLC will decide to sell the lot.

**5. AUCTION ENGINE**

Auction Engine refers to the software that encapsulates the entire auction environment, processing logic and information flows.

**6. 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.

Launch, operation, and closure would be guided by the Server Time.

**7. 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.



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### 8. 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:

- i. Curtailment of auction duration in the event of no bids for a specified period of time (Inactivity Time)
- ii. 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.
- iii. Extension to enable any bidder to bid in the event of Power failure/Connectivity disruption or any other reason for which he is unable to bid and has conveyed to the BSLC about such a situation. However, the period of extension shall be determined solely at the discretion of the BSLC.
- iv. Power failure or any connectivity issue/server issue etc.
- v. Any other reason of the BSLC to facilitate the smooth auction process.

### 9. AUTO EXTENSION OF 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). BSLC retains the right to change the same. The Inactivity Time applicable for the particular Online Bid shall be visible to the bidders.

### 10. END OF THE AUCTION

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

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# THE BISRA STONE LIME COMPANY LIMITED

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### ANNEXURE – 1

| <b>REGISTRATION FORM</b>                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                   |                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| S. NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                | DESCRIPTION                                                                                                       | DETAILS                                                                                                                                                  |
| <b>1</b>                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>NAME OF THE COMPANY/FIRM</b>                                                                                   |                                                                                                                                                          |
| <b>2</b>                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>LEGAL STATUS</b>                                                                                               | GOVT/PSU/PVT/PARTNERSHIP/PROPRIETOR/INDIVIDUAL/_____                                                                                                     |
| <b>3</b>                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>CUSTOMER BILLING ADDRESS<br/>(SP/BP)</b><br>(H.O/REGISTERED OFFICE /<br>CORPORATE OFFICE / FACTORY<br>ADDRESS) | ADDRESS: _____<br>_____<br>CITY : _____ DISTRICT : _____<br>STATE: _____ PIN : _____                                                                     |
| <b>4</b>                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>CONSIGNEE ADDRESS<br/>(SH)</b><br>(SITE/ FACTORY/ DELIVERY ADDRESS)                                            | ADDRESS: _____<br>_____<br>CITY : _____ DISTRICT : _____<br>STATE: _____ PIN : _____                                                                     |
| <b>5</b>                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>CONTACT DETAILS</b>                                                                                            | CONTACT PERSON(S) _____<br>DESIGNATION: _____<br>MOBILE1: _____ MOBILE 2: _____<br>LANDLINE: _____ FAX : _____<br>EMAIL ID 1: _____<br>EMAIL ID 2: _____ |
| <b>6</b>                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>GST NUMBER &amp; PAN</b>                                                                                       | GST _____ PAN _____                                                                                                                                      |
| <b>8</b>                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>BANK DETAILS OF CUSTOMER<br/>(FOR REFUNDS)</b>                                                                 | ACCOUNT NUMBER : _____<br>NAME OF THE BANK: _____<br>BRANCH NAME : _____<br>MICR CODE : _____ IFSC CODE : _____<br>TYPE OF ACCOUNT : _____               |
| <b>DECLARATION</b><br>i. THE ABOVE DETAILS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.<br>ii. WE WILL INTIMATE CHANGE (IF ANY) IN THE INFORMATION FURNISHED ABOVE TO BSLC IMMEDIATELY.<br>iii. WE HEREBY GIVE OUR CONSENT TO RECEIVE REFUNDS (IF ANY) FROM BSLC TO THE ABOVE SAID BANK ACCOUNT THROUGH RTGS/NEFT/ANHY OTHER MODE OF ELECTRONIC FUND TRANSFER.<br>iv. I AM AUTHORIZED TO FURNISH THE ABOVE INFORMATION ON BEHALF OF OUR COMPANY. |                                                                                                                   |                                                                                                                                                          |
| DATE: _____                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                   | SIGNATURE & STAMP OF AUTHORIZED PERSON                                                                                                                   |
| <b>TO BE SUBMITTED ALONG WITH COPIES OF GST REGISTRATION, PAN CARD &amp; BANK MANDATE<br/>(COPY OF NEFT MANDATE DULY CERTIFIED BY THE BANK OR A CANCELLED CHEQUE)</b>                                                                                                                                                                                                                                                                                 |                                                                                                                   |                                                                                                                                                          |



**THE BISRA STONE LIME COMPANY LIMITED**  
**A SUBSIDIARY OF RASHTRIYA ISPAT NIGAM LIMITED**

**ANNEXURE – 2**

**LETTER OF INTEREST**

To  
THE SR.GENERAL MANAGER,  
THE BISRA STONE LIME CO. LTD.  
AT/PO-BIRMITRAPUR  
DISTRICT-SUNDERGARH  
ODISHA-770033

Subject: Auction Notice Ref. No.....Date.....

I/We am/are interested in participating in the Online Forward Auction vide your notice referred above. I/We have agreed to the terms of registration and have registered. I/We have my/our User-Id and Password to login. User-id as registered by me/us on the System is \_\_\_\_\_ (Customer Code).

I/We agree to the all the terms and conditions of auction mentioned above. I/We have gone through the User manual.

I/We am/are hereby submitting an amount of Rs \_\_\_\_\_ (Rupees in words \_\_\_\_\_) in the form of RTGS/ NEFT/ Online Fund Transfer/DD/Pay Order/Banker's Cheque drawn in favour THE BISRA STONE LIME CO. LTD., payable at Birmitrapur towards EMD as per the following details.

| S. No. | DD/Pay Order/ Banker's Cheque/UTR No. | Date | Issuing Bank | Amount(Rs.) |
|--------|---------------------------------------|------|--------------|-------------|
|        |                                       |      |              |             |

I/We agree to offer my/our best bids in the auction process as per the terms of the auction and exclusive of GST & all other duties and taxes, octroi and all other statutory levies. The bids shall be kept valid for a period of 60days from the date of auction for acceptance. I/We shall abide by the terms and conditions of BSLC e-auction.



# THE BISRA STONE LIME COMPANY LIMITED

## A SUBSIDIARY OF RASHTRIYA ISPAT NIGAM LIMITED

My/Our contact details are given below:

Name of the Company & Address: \_\_\_\_\_

\_\_\_\_\_  
Name of the contact person: \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

E-mail ID \_\_\_\_\_

\_\_\_\_\_

Yours faithfully,

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

Signature of authorized person \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

(With Company seal)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

For registration and submission of documents please contact any of the numbers

- **Mr. P. Srinivasulu, Sr.GM-BSLC, Mob:9849589785/ 7780290251**
- **Mr. S.K.Patel, Business Head,BSLC: 9437083925,**
- **Mr. N.N.Sahu, Finance I/c: 9437356766, 7008376853**