

AUCTION NOTICE
Resolution Professional of SIL

SALE OF DUCTILE IRON PIPE SCRAP

For and on behalf of

SATHAVAHANA ISPAT LIMITED

Being Sold on “AS-IS-WHERE-IS” and “NO-COMPLAINT” Basis

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| Seller Name | SATHAVAHANA ISPAT LIMITED Haresamudram, Andhra Pradesh -515871 |
| Date and Time of Auction (Bid) | 10-Sept-2022 till 5.00PM |

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| FOR FURTHER CONTACT DETAILS | |
| Mr. D. Ramana Kumar Contact No. +91-94482 87911 Email: raman.bellary@gmail.com and cc to cirp.bm.sil@gmail.com | |
| FOR POST AUCTION CLARIFICATION & QUERIES (EMD REFUND, LIFTING, PLANT LIFITNG & INSPECTION ETC.) | |
| Contact Person | Mr. D. Ramana Kumar Contact No. +91-94482 87911 Email: raman.bellary@gmail.com and cc to cirp.bm.sil@gmail.com |

NOTE:- Material is sold on “AS-IS-WHERE-IS” basis. Buyers to inspect the Lots/material thoroughly and satisfy themselves about the nature and properties of the material(s). No complaint will be entertained in regard to quality type of these materials. The material once sold will not be taken back in any circumstances and all the material is offered on “AS-IS-WHERE-IS” and “NO-COMPLAINT BASIS”. There may be differences in the quantity and the sizes of the materials may also vary from materials offered for auction.

Details of Auction Items

| Lot No. | Particulars | Qty. (in tonnes) | UOM | EMD | Material Location | Tax Structure | Lifting Period | Loading Arrangement |
|---------|---|------------------|-----|------------|-------------------|-----------------------|----------------|---------------------|
| 1 | DI Pipe Scrap | 500 Approx | MT | 10 lacs | Haresamudram | GST(18%) + TCS(1%) | 15 | Buyer Scope |
| 2 | Rejected Ductile Pipe (Full length Damaged) Scrap | 500 Approx | MT | | Haresamudram | GST(18%) + TCS(1%) | 15 | Buyer Scope |

Note:

1. Consolidated EMD for all Lot Rs. 10 Lac
2. Truck gate entry, Loading & lifting will be done between 9:00am to 5:00pm only on all working days.
3. Material Qty: Stock + Arising
4. Qty. Variation (+/- 20%)
5. Taxes as applicable
6. Segregation of material is not allowed.
7. After Lot confirmation Successful buyer need to pay security deposit 10% of basic value of lot within 3 working days which will be adjusted in last deliveries.
8. Buyer needs to make 100% payment of material value before placement of vehicle for lifting.
9. Buyer has to lift the material within given lifting period strictly. In case of failure, EMD & SD Amount will be forfeited by Sathavahana Ispat Ltd.
10. TCS exemption as per government norms. (Form 27C required from manufacturer).
11. Rate quoted should be PER METRIC TON (Basic) ONLY.
12. Taxes Extra as applicable.

AUCTION TERMS AND CONDITIONS

1. Bidders have option to inspect the Lots/material thoroughly and satisfy themselves about the size, quality and properties of the material offered in the Auction No complaint will be entertained in this regard once the material is successfully bid by the bidder. The material once sold will not be taken back in any circumstances and all the material is offered on “As-Is- Where-Is” and “No- Complaint” Basis.
2. **Inspection Date and Time:** Inspection of the material available in auction is allowed from on **5th Sept 2022 to 09th Sept 2022** between **10:00AM to 05:00PM** with prior appointment with **Mr. Bhuvan Madan, Resolution Professional of Sathavahana Ispat Ltd.**
3. **Earnest Money Deposit (EMD):-** Bidder willing to participate must submit a non-interest bearing **EMD Rs 10 Lakh**, shall facilitate the collection of EMD on behalf of **Sathavahana Ispat Ltd.** Bidder shall deposit its EMD in favour of “**Sathavahana Ispat Ltd.**” through RTGS / NEFT / On-line fund transfer at following bank detail:

| | |
|----------------------------|----------------------------------|
| BENEFICIARY NAME | Sathavahana Ispat Limited |
| BANK NAME | Canara Bank |
| BRANCH | Bellary Car Street |
| CURRENT ACCOUNT NO. | 0506201003288 |
| IFSC CODE | CNRB0000506 |
| MICR CODE | 583015102 |

Payment of EMD by any other mode will not be accepted. EMD for this auction is not available for adjustment with any other sum of money due from **Sathavahana Ispat Ltd.**, on account of pending bills, security deposit or EMD paid towards another tender/auction.

EMD for un-successful bids will be refunded to the Bidder on demand within three (3) working days. Bidder will have to submit its request either on email at cirp.bm.sil@gmail.com or through request letter to Mr. Bhuvan Madan, Resolution Professional. Refund of EMD will be remitted to the bidder’s bank account directly. Bidder has to provide the required bank details along with cancel cheque copy.

EMD and Letter of Interest (“LOI”) Submission Deadline: **9th Sep, 2022, by 5:00 P.M.**

Bidder is required to send duly filled and signed and LOI along with EMD UTR No. of RTGS / NEFT at following mail id:

cirp.bm.sil@gmail.com and cc to raman.bellary@gmail.com

5. After auction approval, Successful bidder has to pay 10% of total basic value of the LOT(S) as Security Deposit (SD) within 3 days to Sathavahana Ispat Ltd directly. This security deposit can be paid by RTGS / NEFT. Bank Account detail is given below:

| | |
|----------------------------|----------------------------------|
| BENEFICIARY NAME | Sathavahana Ispat Limited |
| BANK NAME | Canara Bank |
| BRANCH | Bellary Car Street |
| CURRENT ACCOUNT NO. | 0506201003288 |
| IFSC CODE | CNRB0000506 |
| MICR CODE | 583015102 |

Successful bidder is required to send email at confirming UTR No. of the RTGS / NEFT. Security Deposit to be adjusted in last consignment.

6. Successful bidders shall deposit the payment for auction to Sathavahana Ispat Ltd, in advance before lifting of material (refer to above mentioned clause 5).
7. Last date of lifting of material will be as per material List. Validity of lifting of material will be extended only at the sole discretion of Sathavahana Ispat Ltd. Delivery is subject to compliance with all rules, regulations and applicable taxes. Non-compliance of the lifting terms will lead to the forfeiture of EMD and any other advance paid by the Successful bidder.

8. Successful bidder will engage its own transportation (truck) to transport the material.
9. Sathavahana Ispat Ltd reserves the right to amend the quantity at any point of time to any bidder. No claim will be entertained in this regard.
10. All deliveries are subject to the availability of the stock.
11. No submission of document in hard copies to be made. Only soft copies on mail to be shared.
12. The bid amount to be shared in soft copies though mail.

OTHER TERMS AND CONDITIONS:

1. **Bid Price:** Bid prices quoted should be basic rate per Ton respective plant/ ex - Stockyard on "As-Is-Where-Is" and "No-Complaint" basis (No picking and choosing allowed), excluding any statutory duties and taxes, which would be charged extra as applicable at the time of dispatch and payable by the Successful bidder in full. Any other statutory levies that may be introduced later shall be payable by the Successful bidder. Bidders must quote their best bid prices in Indian Rupees per metric ton (MT).
2. **Bid Quantity:** Above mentioned Scrap items are offered on lot basis of indicative size. For each lot, bidders must place their bids for bid quantity ranging from minimum bid quantity up to entire lot size.
3. **Bid Validity:** The bids quoted on 10th September 2022 will be valid for a period of five (5) working days.
4. **Lifting Period:** Successful bidder must lift the lot(s) allocated to it as per the lifting period mentioned in the material list from the date of issuance of Delivery Order by Sathavahana Ispat Ltd. Failure to lift the entire bid quantity of the allotted lots within the specified lifting period shall lead to forfeiture of the EMD / Security Deposit or any other advance paid by the Successful bidder.
5. **Loading Arrangement:** Loading in buyer scope. However, transport shall be arrange by the buyer on his own.
6. **Acceptance of bid / Sales Order:** When a bid is accepted by, the Successful bidder shall be issued a "Delivery Order" which shall indicate relevant details viz. description of goods, quantity, accepted rates and last date of making payments / completing commercial formalities and other terms and conditions of supplies etc.
7. Failure to deposit payments within the period stipulated above will result in termination of contract without any notice to the Successful bidder and forfeiture of EMD / SD or any other advance paid by the Successful bidder.
8. **Delivery:** Delivery shall only be made once the complete payment has been received by Sathavahana Ispat Ltd. in advance before delivery date.
9. **Lifting:** Buyer will engage its own transportation (truck) to transport the material on all working days. Freight/Packaging and forwarding charges, if applicable, shall be charged to the Successful bidder. Trucks with valid Loading Slip-cum-Gate Pass shall be allowed inside the Plant after necessary security check strictly between 8:30AM to 11:30AM and loaded as per their carrying capacities in compliance to the provisions of Motor Vehicle Act, 1988 and any amendment thereto. Safety shoes & helmet are compulsory for Diner & helper.
10. **Extension of Lifting Period:** Extension of Lifting Period is not allowed.
11. If Successful bidder fails to lift the complete material within the extended delivery date then material so left over shall be treated as abandoned. Sathavahana Ispat Ltd. will have full right to cancel the contract for balance non lifted material. In such case any EMD / SD / any other advance paid by the Successful bidder will be forfeited and the Successful bidder shall be debarred from participation in all future auctions of Sathavahana Ispat Ltd.
12. If any material, for which Delivery Order is issued, could not delivered to the Successful bidder by Sathavahana Ispat Ltd. either in full or in part due to fault of Sathavahana Ispat Ltd., Sathavahana Ispat Ltd. may extend the date for lifting without charging any penalty.
13. **Weighment:** Weight recorded at Sathavahana Ispat Ltd. weighbridge shall be treated as final and binding.

14. **Right to Terminate:** If the Successful bidder fails to perform his contractual obligations as per terms and conditions stipulated in Delivery Order Sathavahana Ispat Ltd. reserves the right to terminate the contract at any time without prior information.
15. Sathavahana Ispat Ltd. is not bound to accept the highest or any bid or to assign any reason for such non-acceptance. Sathavahana Ispat Ltd. decision in this regard shall be final and binding on the bidders. Further, Sathavahana Ispat Ltd. reserves the right to withdraw any portion of the material at any stage from sale even after acceptance of bid/issue of delivery order or release order/ deposit of full value by bidder without assigning any reason thereof. In the event of such rejection / cancellation / withdrawal, Sathavahana Ispat Ltd. shall refund EMD, SD and / or any other advance deposited by Successful bidder. Sathavahana Ispat Ltd. shall not be responsible for any damages / loss whatsoever to the Successful bidder on account of such withdrawal.
16. Sathavahana Ispat Ltd. reserves the right to modify and amend these Terms and Conditions and announce the amended Terms and Conditions at any time before the sale concludes and it shall be binding upon the Successful bidder. Sathavahana Ispat Ltd. further reserves the right to reschedule, postpone, and/or cancel the auction before, during and even after the completion of auction without assigning any reason thereof. Sale of material is subject to final confirmation in writing by Sathavahana Ispat Ltd. and allocation of material by the system shall not be treated as confirmation of sale.
17. This invitation to bid is not an offer and is issued with no commitment. Sathavahana Ispat Ltd. reserves the right to withdraw the invitation to bid and change or vary any part thereof at any stage. Sathavahana Ispat Ltd. also reserves the right to disqualify any bidder, should it be so necessary at any stage.
18. Sathavahana Ispat Ltd. does not give warranty or guarantee of the quality, quantity, measurement, condition, chemical composition of each individual item(s) or lot(s) that form the auction materials and about its "End Use" or fitness for any particular purpose.
19. Sathavahana Ispat Ltd. does not undertake any responsibility to procure any permission/license etc. in respect of the auction material offered for sale.
20. In the event of failure on the part of the Successful bidder to fulfil the contractual obligations/payment terms/ lifting of the allotted quantity etc., Sathavahana Ispat Ltd. shall, at its sole discretion, choose to debar the Buyer from future sales. In this eventuality, all the advances paid by Successful bidder, including EMD and Security Deposit, will be forfeited. Sathavahana Ispat Ltd. decision in this regard shall be final and binding upon the Successful bidder.
Furthermore, Sathavahana Ispat Ltd. reserves the right to dispose off the said material in any manner without notice to the defaulting Successful bidder and the defaulting Successful bidder shall be held responsible to make good the loss or damage, if any incurred by Sathavahana Ispat Ltd. in doing so, in addition to forfeiture of the EMD / Security Deposit / any other advance paid by such defaulting Successful bidder.
21. While entering the Sathavahana Ispat Ltd. premises, the transporter should possess all the required documents with him like Vehicle Registration Copy, Vehicle Insurance Copy, Driving License Copy, Pollution Under Control Certificate (PUC) copy or any other documents which are related to transportation of goods. Bidders and/ or their authorized representatives/ transporters are subject to the - Sathavahana Ispat Ltd.'s Safety and Security rules in force, while in the Sathavahana Ispat Ltd. premises. The Bidder/ their authorized representatives/ transporters shall be responsible for the good conduct, safety and discipline of their workmen at all times and ensure that they do not commit any nuisance, theft or indulge in any antisocial activities within Sathavahana Ispat Ltd. premises. In case of any such activity, delivery will be suspended and strict action as per law may be taken on the Bidder, in addition to forfeiture of the EMD / Security Deposit / Any other advance paid by the said bidder.
22. Successful bidders / their authorized representatives / their authorized transporters shall be allowed only to Sathavahana Ispat Ltd. Stockyard, Dispatch Department, Weigh-Bridge and Invoice Office to carry out their jobs in connection with lifting of material. They will not be allowed to visit other areas of the plant site. Successful bidder should ensure that the material clearance is as per Sathavahana Ispat Ltd.'s instructions. Neat and clean maintenance of the stockyard from where the material is lifted is the responsibility of the Successful bidder.
23. Once the material is taken out of Sathavahana Ispat Ltd. premises, Company shall not be responsible for any sort of claims like shortage, missing parts, damage, incident, accident, loss of material etc.
24. Successful bidder shall make proper arrangements to provide necessary safety equipment (like hand gloves / safety shoes / Helmet etc.) to Successful bidder's laborers, who are engaged for loading the materials, if required. Labour /Representative shall be ESI ensure.
25. **Indemnity Clause:** Successful bidder shall, at all time, be responsible for any injuries caused due to accident within

Sathavahana Ispat Ltd. premises either to Sathavahana Ispat Ltd. or Successful bidder or any third party or their representatives/ labors and any damage that may be done to the property / premises of Sathavahana Ispat Ltd. in the course of lifting the allotted lots. In the event of any accident or damage to the property/ life caused by any act of negligence/omission/default or non-compliance with any of the Terms and Conditions or statutory regulations or rules and regulations as applicable Sathavahana Ispat Ltd.'s premises, on the part of the Successful bidders/ his representatives/ employees, resulting in death or injury to any persons or damages to the property of Sathavahana Ispat Ltd. or any third party, then in such an event the Successful bidder shall keep Sathavahana Ispat Ltd. fully indemnified from any demand, claims or proceedings that may arise thereof. Successful bidder shall in such event, be liable to pay compensation to such person including the employees of Sathavahana Ispat Ltd. for such accident or injury / death or damage caused to their employees or property. Sathavahana Ispat Ltd. may at its option arrange to make good such damages and the Successful bidder shall be liable to pay for the same on demand, failing which Sathavahana Ispat Ltd. shall reserve the rights to forfeit the EMD/SD/Any other advance paid and/ or stop delivery of the material till payment is made.

26. **Force Majeure:** In the event the performance here under of either party is actually obstructed, or interfered with by any cause or causes of whatsoever nature beyond the control of such party, including but not limited to government action or inaction including refusal to issue export licenses, war, blockades, insurrection, mobilization, strikes, lockouts, civil commotion, riots, acts of God, plague or other epidemics, forest closure by Government or Landowners, destruction of goods or facilities by fire or tempest or flood, compliance with any order or instruction of any port, transportation, local or other authority, legislation, regulation or directive having force of law, orders/directions from judicial, quasi-judicial authorities and other causes beyond the reasonable control of parties, and including where such event arises at the Loading Point. Force Majeure Events hereunder also include an outage or curtailment at Sathavahana Ispat Ltd. or any of Sathavahana Ispat Ltd. major supplier facilities causing a complete or material/ partial shutdown of Sathavahana Ispat Ltd. major supplier's relevant facilities, mines, ports, plants and railroads which is due to an accident. The party so affected may be relieved of the responsibility for performance hereunder during the continuance of such prevention or interference to the extent that such prevention or interference affects such performance and such party shall give immediately written notice to the other party of such fact, and if required, shall produce satisfactory proof thereof, provided, however, that nothing herein provided shall extinguish, delay or suspend the obligation of either party to liquidate all its outstanding liabilities under this Contract accrued or due before the period of suspension or which it is not prevented from discharging the circumstances giving rise to the suspension. In the event that a party's performance is suspended due to an event of force majeure in excess of 90 days from the date that notice of such event is first given, and so long as such event is continuing, either party, in its sole discretion, may terminate this contract by written notice to the other, and neither party shall have any further liability to the other in respect of this contract except for the rights and remedies previously accrued under this contract, including any payment obligations.
27. **Consequential Damages:** Sathavahana Ispat Ltd. shall not be liable to the Successful bidder for any indirect or incidental or consequential damages for loss of production, defect in material, loss of contract, loss of interest, cost or any other expenses and or any claims of like nature whatsoever, that may be suffered on account of specification variations, delivery and any other issues relating supply and usage of the material offered in this sale.
28. **Arbitration:** In the event of any dispute or differences between Sathavahana Ispat Ltd. and the bidders, such dispute or difference shall be resolved amicably by mutual consultation. If, however, any dispute or difference remains unresolved, the same shall be settled by arbitration by referring the claims to the sole Arbitrator to be appointed by the Resolution Professional (designated by any other name) of Sathavahana Ispat Ltd., who shall be the appointing authority of the sole Arbitrator. The venue of arbitration shall be Hyderabad, Telangana and the cost of the arbitration shall be as decided by the Arbitral Tribunal consisting of sole Arbitrator. No court shall have the jurisdiction to settle any dispute in view of this arbitration clause.

Signature:

(also affix stamp)

Name of signatory:

Name of Firm / Company:

Designation:

Address:

Date:

Please scan and email this document to email id: cirp.bm.sil@gmail.com

LETTER OF INTEREST

(The bidders are required to fill, sign and stamp this on their Company's/Proprietorship Firm's/Partnership Firm's letterhead and mail the scanned copy to cirp.bm.sil@gmail.com and cc to raman.bellary@gmail.com)

To,
Sathavahana Ispat Ltd.
Flat 505, 5th floor, Block-1, Divyashakti
Complex, Ameerpet,
Hyderabad, Telangana - 500016

Dear Sir,

1. We _____, herewith confirm our interest in participating in the auctions for the material of Sathavahana Ispat Ltd
Further, we undertake and understand that:
2. We have deposited required Earnest Money Deposit for Rs. _____videUTR # _____ dated _____ drawn on _____ payable at _____ favouring _____.
3. All rules and regulations of Goods and Service Tax Act (GST) will be applicable on the material supplied to us.
4. All terms and conditions mentioned in the Auction Catalogue shall be abided by us.
5. In case of unsuccessful the refund of EMD will done directly to bidder bank. Bidder has to provide bank details along with cancel check

| | |
|----------------------------|--|
| BENEFICIARY NAME | |
| BANK NAME | |
| BRANCH | |
| CURRENT ACCOUNT NO. | |
| IFSC CODE | |
| MICR CODE | |

6. Our Rate for: Lot No -1 -----
: Lot No-2 -----

Signature:

(also affix stamp)

Name of signatory:

Name of Firm / Company:

Designation:

Address:

Scan and email this document to cirp.bm.sil@gmail.com