

e-Auction Portal of  
**Salasar Core Solution Pvt Ltd (SCSPL)**,  
104, 1st Floor, Vasudeo Chamber, Mulund Link  
Road, Bhandup (W)  
Mumbai - 400078

Seller Means  
**Vedanta Aluminium Ltd and Sterlite Energy Ltd**  
PMO, Village: Bhurkamunda  
Jharsuguda – 768202, Orissa  
Ph.: 06645 666889

## Tender cum e Auction(12<sup>th</sup> Aug, 2013) At 02:00 PM Onwards

<b>Inspection of Auction/tender Property</b>	Date: 01.08.2013 to 10.08.2013 (Excluding Sunday & holidays) Time: 10.00 A.M to 1.00 P.M & 2.00 P.M to 5.00 P.M. (On prior appointment & proper Gate Pass from the concern officials of Vedanta as below. Gate pass request form is placed in page 2.)
<b>Venue of Inspection</b>	<b><u>Vedanta Aluminium Ltd. and Sterlite Energy Ltd. Jharsuguda (Orissa)</u></b>
<b>E-Auction Date</b>	12 <sup>th</sup> Aug , 2013 at 02:00 PM Onwards
<b>CMD Details and Material Description</b>	<u>At Annexure</u>
<b>Last Date to receive CMD and Tender</b>	10th Aug, 2013
<b>Submission of Other Documents</b>	Photo Copy of <b>TIN</b> number <b>PAN</b> number <b>Address Proof</b> <b>Company profile</b> <b>Environmental Clearance as required.</b>
<b>Membership Fee</b> (Validity for 1 Years) At <b>Salasar Core Solution Pvt Ltd</b>	DD/PO Of Rs. 5,500/- in favor of Salasar Core Solution Pvt. Ltd, payable at Mumbai.

Your quote should be BASIC Price only (Taxes & Duties will be charged extra as applicable)

. Please visit: [www.salasarauction.com](http://www.salasarauction.com) before bidding. Bidders should submit the Bidder Registration form along with CMD to participate in the E-Auction.

**Parties can participate in both tender and e-auction, however higher bid among both would be considered. (Only one CMD would be taken for participating in a lot whether it is tender or e-auction or both).**

- Note: -**
1. **Only parties in possession of IEC Code allowed bidding for SEZ lots**
  2. **Only 2 representatives are allowed for Inspection.**
  3. **Representatives should carry their PAN card/TIN No. copy and visiting card.**
  4. **Representative should carry a document showing their company profile with turnover.**

**Special Note on Environmental clearances:** - All prospective bidders interested in purchase of Anode Butts and Aluminium Dross should be in possession of valid SPCB, CPCB authorization/clearances. The sale orders for these materials would be offered only if the requisite clearances are obtained from both SELLER and BUYER ends. The prospective bidders should furnish their authorization/clearances or their application (for obtaining the same) along with Declaration to be eligible for participation in e-auction/tender.

For further details contact:

<b>Vedanta Aluminium Ltd, Jharsuguda, Orissa</b> Mr. Anup Kumar Mahapatra Associate Officer M – 09937229888 / Ph. - 06645-666889 <a href="mailto:anupkumar.mahapatra@vedanta.co.in">anupkumar.mahapatra@vedanta.co.in</a> Alok Ranjan Mishra Associate Officer M- 09777450078 <a href="mailto:alok.mishra@vedanta.co.in">alok.mishra@vedanta.co.in</a> For SEZ Lots Mr. Samir Ranjan Barik M - 09937221735 <a href="mailto:Samirranjan.barik@vedanta.co.in">Samirranjan.barik@vedanta.co.in</a>	<b>Salasar Core Solution Pvt Ltd</b> Ms Namrata Shinde – 09320589231 Sameer Patil - 08767658560  Ph-022-25660141  email ID : <a href="mailto:scs@salasarauction.com">scs@salasarauction.com</a>
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The interested buyers should send their gate pass request by 2 PM one day prior to visit in the following format:-

SN.	Firm's Name	Visitor(s)	Mobile No.	Interested Lots	Date of Visit	Time of visit

### TERMS & CONDITIONS OF THE E-AUCTION/TENDER

#### Definitions

>**SELLER**: -Seller referred in this catalog, is **Vedanta Aluminium Ltd and Sterlite Energy Ltd Jharsuguda, Orissa.**

>**SERVICE PROVIDER**: Salasar Core Solution Pvt. Ltd (hereinafter referred to as “Salasar Auction”) is an e-commerce service provider appointed by the seller to facilitate virtual auction by the seller. SCSPL will only facilitate E-Auction/Tender and are considered as third party not particularly interested in the item/s being sold on behalf of seller.

>**BIDDER** – Any person - as an individual OR a proprietor OR a partner OR an authorized representative of any company OR any legal entity and who is paying the requisite **CMD** and registered at SCSPL and who makes or places a bid for and purchases the auction property either in part or in full is considered as a bidder. One individual can represent as a bidder on his own behalf and on behalf of other companies provided he registers himself in those capacity separately i.e. for each representation he should pay separate Earnest money deposit. Successful Bidder is that Bidder in whose name confirmation of sale is issued by the seller.

#### 1. GENERAL TERMS & CONDITIONS

**1.1** Subject to the reserve price, if any, fixed by the SELLER and subject to the term and conditions set out herein, sale shall be made to the HIGHEST BIDDER on “**AS IS WHERE IS BASIS**” and “**NO COMPLAINT BASIS**. (No pick and choose)” The Seller does not undertake any responsibility to procure any permission/license etc. in respect of the auction property offered for sale.

**1.2** SELLER reserves the right to modify and amend the terms & conditions and announce the same at any time before the entire auction concludes. Announcements during the auction in the auction room on the website and changes made in the catalogue including start price, bid increment/decrement, extension of time for lots where received bids / no bids are received, and any other additional conditions OR correction in the catalogue and/or additions or deletions of items being offered for sale are being done with the consent and knowledge of the seller, and it is binding on the bidder. Bidders are advised in their own interest not to leave the auction room till the entire auction is closed.

**1.3** Participation and bidding in this Auction shall be treated as conclusive evidence of the fact that the bidder has inspected the Auction Property and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the Auction property, taxes and duties, and other extraneous factors and the Principle of Caveat Emptor (let the buyer beware) will apply. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of Auction including the amendments if any, prevailing at the time of Auction. Seller/SCSPL will not entertain any complaints or objections once Bid is placed.

**1.4** Seller/SCSPL does not give warranty or guarantee of the quality, quantity, measurement, condition, Chemical composition of each individual item/s or lot/s that form the auction property and about its “End Use” or fitness for a particular purpose.

**1.5** The highest bidder does not get any right to demand acceptance of his offer. SELLER reserves the right to accept/ reject/ cancel any bid, withdraw any portion of the Auction Property at any stage from Auction even after acceptance of bid/ issue of delivery order or release order/ deposit of full value by successful bidder without assigning any reason thereof. In the event of such rejection/ cancellation/ withdrawal, SELLER, shall refund the value of Auction Property, if paid for, to the successful bidder. SELLER shall not be responsible for any damages/loss whatsoever to the successful bidder on account of such withdrawal.

**1.6** EMD/CMD amount will not carry interest.

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

#### **Disclaimer –**

**a)** SCSPL runs its business on the basis of a robust Web Site. However SCSPL is outsourcing server space from a third party hosting company and hence shall ensure the smooth running in all good faith and intention. However SCSPL will not be held responsible for any failure of power, Network, server, hosting server, Internet connectivity, ISP or otherwise at Bidder's end or at SCSPL directly or indirectly affecting online method of Bidding.

**b)** SCSPL takes no responsibility of the quality, quantity, documentation details of buyers/sellers. Both the buyers & sellers agree to defend, indemnify and hold harmless. SCSPL from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall SCSPL be liable for any loss for the translators by business, revenues, profit, costs direct and incidental, consequential or punitive damages of any claim. Both the parties agree to have discussed all the related matter regarding this transaction and have understood in full that SCSPL has provided a source of supply and has nothing to do any further especially with regards to quality, warranty, guarantees, delivery schedules, payments, rejections, transportation, legal laws and regulations to be followed from time to time etc. Since SCSPL does not possess knowledge base of the commodities under transaction both the parties agree that the matter contained in the materials as a part or as a whole does not violate any applicable law. SCSPL Pvt. Ltd. is only an e-commerce service provider, and is not and cannot be a party to or control in any manner any transactions between the Seller and Bidder. SCSPL shall neither be responsible nor liable to mediate or resolve any disputes or disagreements between the Seller and Bidder.

**c)** The Seller/Bidder agrees to limit the liability of SCSPL to them for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs, so that the total aggregate liability of SCSPL to the Seller/Bidder shall not exceed its total fee receivable from the Seller/Bidder. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

## **2.0 PARTICIPATION**

**2.1 Vedanta Aluminium Ltd, Jharsuguda, and Sterlite Energy Ltd Orissa, reserve Right of participation in E-Auction/tender.**

**2.2** Bidders must mention PAN No. on Acceptance Form, failing which bid can't be accepted.

**2.3** Bidders/Seller may note that any payments by DD/RTGS towards EMD/Security Deposit or other purposes received by SCSPL on behalf of Seller/Bidder shall be handled in good faith and intention. However SCSPL shall not be responsible for the loss of the DD from its custody due to reasons beyond its control such as fire, theft, burglary, loss in transit, accident, war, riots, civil commotion, any terrorist activity, any natural calamity, adverse weather and climatic conditions etc.

**2.4** The prospective bidder has to register with the SCSPL. The prospective bidder shall have to deposit **Caution Money Deposit (CMD** As per enclosed Annexure) by Demand Draft drawn in favor of Vedanta **Aluminium Ltd/ Sterlite Energy Limited, payable at Jharsuguda** has to be submitted directly to any office of SCSPL/ Vedanta Aluminium Ltd/ Sterlite Energy Limited (see details of SCSPL's Offices in [www.salasarauction.com](http://www.salasarauction.com)). **CASH WILL NOT BE ACCEPTED.**

**2.5** On payment of **CMD**, seller/SCSPL will activate the User – Identity to enter into Website [www.salasarauction.com](http://www.salasarauction.com).

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

**2.7** Only those parties which have inspected lots would be allowed to participate in e-auction/tender.

## **3.0 CONDITIONS APPLICABLE TO “ONLINE” AUCTION METHOD OF BIDDING**

**3.1 Validity:** The E-Auction bidders and Tender bidders must keep their bids valid for a period of **15 Calendar days** from the date of closing of e-Auction excluding the date of closing. In case the **15th day** falls on a holiday or remains closed for the seller, such Bids will be deemed to be automatically extended to be valid up to the next working day of seller. **However, in case of Used Carbon Anode Butts/Aluminium Dross the validity would be for 90 Calendar days to facilitate a buffer period to the buyer to obtain all necessary clearances.**

**3.2 Time Extension:** If any market-leading bid (bid higher than the highest at the point in time) is received within the last 3 minutes (“Time Extension” as mentioned in the Bidding Room will be in force & 3 Minutes is an example) of closing time, the time will be extended automatically by 3 minutes.

**3.3 Training:** SCSPL will provide training (online) if required by the bidders at a mutually convenient date and time before the Auction.

**3.4 Bids:** All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the Bidders cannot reduce or withdraw the bid for whatever reason. If done so, the seller will forfeit the **CMD**. The highest and the latest bid on the Auction shall supersede all the previous bids of the bidder. Bidders may please note that in the event of a manual bid amount matching that of an auto bid, the manual bid will prevail and be considered. The bidder with the highest offer/ bid does not get any right to demand acceptance of his Bid.

**3.5 Auto Bid**

- a. Auto Bid facility is provided for bidders intending to place a maximum value for a lot/lots.
- b. Auto bid is not a confirmed bid. It is only the maximum ceiling amount set by the bidder to enable the auction engine to place bids on his behalf, whenever he is outbid, up to the ceiling set by him.
- c. Once auto bid is set, the auction engine will consider the ceiling amount for the next possible Bid only, depending on the highest bid prevailing at that point of time and the increment amount prescribed for that particular lot.
- d. Bidders may please note that in the event of a manual bid amount matching that of auto bid, the manual bid will prevail and be considered.

**4.0 Contract Validity – As mentioned in Sale Order issued by VAL/SEL.**

**5.0 Payment Terms**

5.1 All payments shall be made in the form of Demand Draft/Pay order issued by any Scheduled / Nationalized Bank /Scheduled Co-operative Banks in favor of Vedanta Aluminium Ltd/ Sterlite Energy Ltd, payable at Jharsuguda.

Lots with basic sale value up to	Payment Period	Delivery Period
Rs. 50 Lacs	Full balance within 10 Working Days following the date of declaration of result.	As mentioned in Sale Order issued by VAL/SEL
Rs. 50 Lacs - Rs. 1 Crores	1 <sup>st</sup> installment of Rs. 50 Lacs in 10 working days from declaration of result 2 <sup>nd</sup> installment of Rs. 50 Lacs in next 10 working days	As mentioned in Sale Order issued by VAL/SEL
Rs. 1 Crores - Rs. 2 Crores	1 <sup>st</sup> installment of Rs. 70 Lacs in 10 working days from declaration of result 2 <sup>nd</sup> installment of Rs. 70 Lacs in next 10 working days 3 <sup>rd</sup> installment of Rs. 60 Lacs in next 10 working days	As mentioned in Sale Order issued by VAL/SEL
Above Rs. 2 Crores	1 <sup>st</sup> installment of Rs. 70 Lacs in 10 working days from declaration of result 2 <sup>nd</sup> installment of Rs. 70 Lacs in next 10 working days 3 <sup>rd</sup> installment of balance amount in next 10 working days	As mentioned in Sale Order issued by VAL/SEL

**For delay in lifting of material:**

- α. In case the purchaser fails to lift the material as per the schedule of time given to them, the Seller may at its discretion extend the period by levying down godown rent @ 1% of the total sale value per week or part thereof for such delayed period, subject to a maximum extension of two weeks.
- β. No more extension will be given above two week.

**5.2 On receipt of sale confirmation, Successful Bidder/s shall make payment as per table above (inclusive of the applicable taxes and duties, if any, calculated as per the bid/s placed and approved by the seller). 10% EMD would be deposited with first installment and would be over and above value of the lot. The EMD will be refunded only after 100% lifting of materials WITHIN THE GIVEN TIME FRAME BY THE SELLER AS WILL MENTION IN THEIR SALE**

**ORDER.** This Sale Confirmation letter will be received either from **SCSPL OR Vedanta Aluminium Ltd/ Sterlite Energy Ltd. EMD shall not be adjusted towards payment of material value and would be refunded in full after dispatch of last truck.**

**5.3** In case of failure to do so, it will be construed that the buyer is not interested in the purchase and EMD will stand forfeited.

#### **6.0 Taxes, Duties & Levies**

**6.1** Bids placed/Rates offered are for the basic price only and are exclusive of all applicable taxes and duties like Excise Duty, VAT, IT, TCS etc. Taxes and duties will be in addition to the basic price and will be added at rates applicable at the time of delivery.

**6.2** All taxes, duties on sale as levied by Central/State Govt./ Statutory Bodies/Municipal Authorities etc. as applicable shall be borne by and paid by the buyer.

**6.3** If the buyer claims any exemption/concession under any State Sales Tax Act or under the Central Sales Tax Act or any other enactment, such buyer shall be required to furnish their registration number and/or declaration in appropriate Forms before lifting of material.

**6.4** Exemption, concessions shall be admissible subject to the prescribed forms furnished by the successful bidder/s being acceptable to the appropriate Sales Tax and other concerned authorities as the case may be.

**6.5** Sales declaration forms for availing concessional Sales Tax are to be furnished in advance. In the absence of the required declaration forms, sales tax at the full rate will be charged.

**6.6** Income tax (TCS) as applicable shall be deducted at source. Party may submit self-declaration forms (27C) or "NIL" tax certificate from IT department for exemption.

**6.7 For SEZ Lots: - Successful Bidder for lifting Lots from SEZ is solely responsible for Filing of Bill entry and gets it assessed from Customs officer. Bidder should submit us assessed copy of Bill of entry along with TR-6 challan as a proof of payment of custom duty. Lifting of material shall be permitted only after producing copy of Bill of entry along with copy of TR 6 challan showing proof of payment of custom duty.**

#### **7.0 Description of Materials & Quality and Quantity**

**7.1** Numbers, quantities or tonnage or natures of materials given in the catalogue are approximate and the materials will be sold without any regard or consideration of these numbers/tonnage or nature of materials and no Warranty or guarantee shall be implied.

**7.2** The quantity indicated in the list is only an estimate for calculating amount of deposits required to be paid by the bidder and has nothing to do with the quantity of material that may be available. The quantity of material may vary considerably. However, since the paramount interest of the company is to get the area cleared, the successful bidder will have to remove the entire quantity whether these are far beyond the limit of approximation indicated or much less than the approximation indicated within prescribed time.

**7.3** The description given in the enclosed list is in brief. Offers by the bidders will be deemed to have been made on the understanding that intending bidder has satisfied themselves fully in regards to the nature, condition, quality of goods upon an inspection or otherwise. No error, omission or mis-statement or miss-description whatsoever and howsoever made or published whether in advertisement or list or otherwise and no defects or faults in the goods shall invalidate the contract or be subject matter of any claim on the part of the bidder whether in compensation or otherwise nor will any such claim be entertained by the Seller.

**7.4** The Seller shall be under no obligation to put the lots singly or serially or in any other particular manner and the Seller reserves the right at its discretion to withdraw any lot at any time during the auction without assigning any reason thereof. The Seller may refuse to accept any bid from any person/persons without assigning any reason for such refusal.

**7.5** If any other metal is found in lot while effecting delivery, the same shall be treated as Seller's property. The successful bidder shall not lift from the lots any such pieces and shall have no claim to the same or ask for any compensation on account thereof.

#### **8.0 DELIVERY**

**8.1** On receipt of full Sale Value along with applicable ED/VAT/ Sales Tax/TCS & other Charges by the Seller, the Seller will issue final Sale/ Delivery / Release Order to the Buyer thereby enabling him to lift the materials within the date mentioned in the sale order.

**8.2** Lifting of materials will be allowed only **between 9.00 A.M. to 3.30 P.M.** on all working days. Successful bidders should ensure that the material clearance is as per the seller's instructions. Neat and clean maintenance of the stockyard from where the material is lifted is the responsibility of the successful bidder. In the event of non-adherence to the above by the successful bidder, seller will reserve its rights to impose penalties/forfeiture of EMD and other payments collected. Weight recorded at the seller's premises shall prevail.

**8.3** In case seller is unable to deliver the goods within the specified time due to unforeseen administrative reasons, then the seller shall grant suitable extension of delivery period to the Buyer without any penalties till the expiry of such extended period. In such eventuality, however, the Buyer shall not be entitled to claim any compensation for such delay.

**8.4** If the goods sold or portion thereof remain un-cleared in the premises of the seller beyond the stipulated period, the CMD or EMD respectively of the concerned lot will be forfeited and the un-cleared portion will be allotted to another customer.

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

**8.6** Breaking/ cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of the seller. No gas cutting equipments or any equipment, which are likely to cause damage, will be allowed in the premises. Only safe oxy-acetylene gas cutting equipment will be allowed with permission of seller. The decision of the seller or his authorized representative shall be final in this regard.

**8.7** The buyer shall arrange for all tools and tackles, forklifts and hoists or cranes or labour at their own expenses.

**8.8** It will be successful purchaser's responsibility to weigh the empty Truck at the weighbridge and produce the weight certificate so that the weight of the empty truck will be deducted from the weight of the fully loaded truck.

**8.9** Should the original purchaser wish to take delivery of the surplus material through a representative, he must authorize the latter by a letter of authority or continuing authority, which shall be presented to the seller. The seller may in his entire discretion decline to act on any such authority and it shall be for the purchaser to satisfy the seller that the authority is genuine. Delivery to such authorized person will constitute valid delivery and no claim shall lie against the seller on any account thereafter.

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

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

**8.12** Purchaser and his men are subject to the security rule of seller in force while in the seller's premises. The purchaser/s, their workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the seller's premises and the purchaser shall be liable for the good conduct, safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of EMD. The police verification, PF, insurance and other statutory compliances are mandatory for issuing a gate pass for manpower.

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

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

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

## **9.0 Disputes / Arbitration**

**9.1** An authorized official or any other person appointed by the seller shall decide any dispute arising between the successful bidder and seller. The decision of the Arbitrator shall be final and binding on both the parties.

**9.2** Disputes between seller & bidder if any shall be within the jurisdiction of **Jharsuguda courts only**.

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

**10.0 Termination of Contract - Vedanta Aluminium Ltd and Sterlite Energy Ltd Jharsuguda**, reserve the right to terminate the contract at any time by giving three days notice on the following grounds and forfeit all payment received from the buyer:

**10.1** Unsatisfactory execution or performance of the contract by the successful bidder including non-adherence to safety norms by the buyer.

**10.2** For improper behavior of successful bidder/s or breach of the terms & conditions of the contract.

**10.3** In the event of the successful bidder/s or his agent/s or servant/s committing or attempting to commit theft, fraud, dishonesty or gross misbehaviors in connection with the subject matter of this contract or in any other connection whatsoever concerning the business of the Seller Decision of the Seller to terminate the contract shall be final and binding and no claim for damages and compensation shall be accepted.

**Acceptance Form to be duly filled and submitted along with visiting card at any of the offices of SCSPL along with CMD.**

Note- All entries compulsory

**DECLARATION**

DATE:

To  
**M/s Vedanta Aluminium Ltd/ Sterlite Energy Ltd,**  
**PMO, Vill: Bhurkamunda,**  
**Jharsuguda – 768202, Orissa**

Dear Sirs,

1. I/We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the E-Auction cum Tender catalog for Sale including the disclaimer clauses and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the E-Auction cum tender for sale of Various Scraps by **Vedanta Aluminium Ltd/ Sterlite Energy Ltd, Jharsuguda.**
  2. I/We further declare that I/We intend to purchase the above-referred material from **Vedanta Aluminium Ltd/Sterlite Energy Ltd, Jharsuguda** for our own use/business and that the information revealed by me/us in this acceptance form is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid/s submitted by me/us is liable to be cancelled and in such case the **Caution Money Deposit** paid by me/us is liable to be forfeited by the seller and the seller will be at liberty to annul the offer made to me/us at any point of time.
  3. I/We also agree that after my/our offer/bid placed by me/us for purchase of the material is accepted by the seller and I/we fail to accept or act upon the terms & conditions of the offer letter or am /are not able to complete the transaction within the time limit specified in the offer letter for any reason whatsoever and/or fail to fulfill any/all the terms & conditions of the auction catalog and offer letter, the **Caution Money Deposit** and any other monies paid by me/us along with the tender and thereafter, are liable to be forfeited by the seller and that the seller has also a right to proceed against me/us for specific performance of the contract, if so desired by the seller.
  4. The decisions taken by representatives of seller shall be binding on me.
  5. I also undertake to abide by the additional conditions if announced during the auction including the announcement of correction in catalogue and/or additions or deletions of items being offered for sale.
-  I note with due care that the SCSPL shall be making the announcements of correction with the consent and knowledge of the seller and SCSPL shall not be liable for these last minute change.

**USER ID (if exists)** \_\_\_\_\_

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

.....  
 .....

**Contact Person(s)** \_\_\_\_\_

**Designation** \_\_\_\_\_

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

**Address** \_\_\_\_\_

**Sales Tax / VAT Registration No. / TIN No.** \_\_\_\_\_ **PAN** \_\_\_\_\_

**ECC No.** \_\_\_\_\_ **Phone No.** \_\_\_\_\_ **Mobile No.** \_\_\_\_\_

**Fax No.-** \_\_\_\_\_ **E-Mail** \_\_\_\_\_

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

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

LOT No.	DD/PO No.	Bank Name	Branch	Dated	CMD Amount

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