Steel Authority of India Limited, SAIL Refractory Unit

<u>SECTION 6 Dt. 7/26/2023</u>
Guideline Rules & Regulations for On-line Reverse Auction (RA)

	General Terms and Conditions governing conduct of On-line Reverse Auctions
1	**Brief description of the tender processing for On-line Reverse Auction is given below:**
1.1	The mjunction would intimate Date & Time for Start of Reverse Auction & duration of auction to the Bidders in advance. Login ID & Password specific to each Bidder is given and demonstration of bidding (On-line) process is given to enable each Bidder fully understand the process of bidding On-line.
1.2	Thereafter, at scheduled time the screen for On-line bidding is launched wherein the Bidder would put in their best offers through On-line bids in which the Start Bid Price can be reduced by the Bidders to secure orders for the supply of items/services.
1.3	All eligible Bidders having password can view the bidding screen after acceptance of online declaration on the computer screen and also enter their prices any number of times during the duration of bidding.
2	**REVERSE AUCTION: ROLE OF SERVICE PROVIDER & BIDDER**
2.1	Steel Authority of India Limited (All Plants/ units) have engaged the services of its Joint Venture Company M/s mjunction Services Limited (MJ) for conducting the Reverse Auctions of Goods & Services. The purpose of such Reverse Auction would be to meet SAIL's requirement for item(s)/service(s) from the Sellers / Bidders desiring to sell the item(s)/service(s) to SAIL.
	The contact details of the mjunction shall be provided by them in the Auction Notice issued by them. mjunction is authorised to give clarifications regarding the reverse auction process to Bidders on behalf of SAIL.
2.2	**Definition of Key Terms –** **Reverse Auction** A reverse auction is an auction in which the traditional roles of buyer and seller are reversed. Thus, there is one buyer and many potential sellers and the sellers compete to sell items/ services to the buyer . The sellers are required bid downwards i.e., underbid each other to win the contract. **On-line Reverse Auctions** Reverse Auctions which are conducted through the Internet with simultaneous bidding by the bidders (from one or more locations). In other words, the venue for the auction is on an Internet website/ platform. The mjunction website https://auction.buyjunction.in or any other URL assigned by mjunction would constitute the venue for the purpose of the on-line auction. **Award at the Reverse Auction** The bidder quoting the lowest price is declared the L-1 bidder for the item/service to be procured. **Client** SAIL who has contracted with mjunction to conduct the Reverse Auction.

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	Bidder Individual/business entity participating in the Reverse Auction, intending to supply the item(s)/service(s)to the Client which has to secure Client approval for participation and provide written acceptance to the General Rules and Regulations. **Auction Engine** The software that encapsulates the entire auction process, processing logic and information flows. mjunction is the sole owner of the auction engine and retains exclusive right over the utilization of the same. **Preview Time** Preview Time refers to the period of time that is provided prior to the commencement of bidding. **Start Time** Start time refers to the time of commencement of the conduct of the On-line auction. **Duration of the Reverse 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. The same may however be subject to bidding rules. **Auto Extension of the Auction Timings** In the event of bids received in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bids placed. Such Auto Extension shall continue until no bids are placed for the specified period (i.e., the auction engine remains inactive for the specified period). The Inactivity Time for Auto Extension purpose is normally 5 minutes. mjunction however retains the right to change the same. The Inactivity time applicable for the particular On-line Bid shall be communicated to the bidder before the bidding process starts, if it is set for less or more than 5 minutes or more. **End of the Reverse Auction** Termination of the bidding event signaling an end to the price discovery process. **Auction Report** Report provided by mjunction containing a summary of the bidding event and outcome. **Start Bid Price** Price decided by the client from where the auction starts which would be put up on the site before commencement of Reverse Auction and also communciated in advance to all the

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	bidders by mjunction. Bidder(s) have to quote a price lesser than the Start Bid Price while participating in the Reverse Auction. **Minimum Decrement** Minimum decrement is the minimum amount a Bidder has to reduce in order to place its bid.It shall be specified in each case prior to start of Reverse Auction.. This minimum decrement shall be pre-decided by Client and will be in- built in the auction engine. **(For cases where foreign bidders are bidding in Landed Cost Net of input Tax credit (LCNITC) & Indian Rupee (INR) (Currency Conversion will be rounded off to the nearest whole number)**
3	**Process of On-line Reverse Auction :**
3.1	For tenders issued by SAIL plants/ units , bidders submit their Techno Commercial (TC) bids and the price bids, on or before the due date of tender opening. The price bids shall be submitted by the Bidders online on the SRM platform / EPS Platform or on the buyjunction platform of mjunction as stated in the RFQ terms. In case price is submitted on buyjunction platform of mjunction, a system generated acknowledgement of submission of online sealed price bid submitted prior to TOD on the buyjunction platform of mjunction, which is to be submitted with the TC Bid. The process for submitting online price bid on the buyjunction platform of mjunction is placed at **Annexure A.**
3.2	In case SAIL Plants/Units decide to conduct Reverse Auction , SAIL Plants/Units shall inform mjunction about all bidders whose offers are found techno-commercially acceptable. These techno-commercially acceptable bidders shall become eligible for participating in price bidding through On-line Reverse Auction. SAIL Plants/ Units shall intimate the list of Techno-Commercially acceptable Bidders to mjunction.
3.3	All eligible bidders having ID & password can after connecting view the bidding on the computer screen and enter their prices any number of times during the duration of RA event.
3.4	The L-1 price matching will not be done in the RA event. If Price matching is required to be done, the same will be done by mjunction after finalisation of L-1 price by SAIL Plants / Units.
4	**Role of Service Provider mjunction**

4.1	Communication w.r.t Reverse Auction shall be done by mjunction with the authorized representative of Bidders as furnished by Bidders in the Techno commercial bid. The approved bidders will be provided the following information specific to any particular auction:
	
	    i. Preview time & Start Time
	    ii. Duration of the Reverse Auction and the Auto extension of the pre specified auction timings
	    iii. Total number of Items/Markets/Lots etc. for price-discovery.
	    iv. Brief on RA startegy to be employed
	    v. Start Bid Price (Market wise in case of multiple Markets), if required
	    vi. Minimum bid decrement.
	    vii. Loading Factor, if any (w.r.t payment term deviation/any other)
	    viii. Special instructions, if any e.g. Exchange rate in case of participation of foreign bidders,
	    ix. Issue "Auction Notice" to eligible bidders

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4.2		**Vendor Enablement**- mjunction will:
	i.	Familiarize the Techno Commercially acceptable bidders with the Reverse Auction Process (including training to the vendors).
	ii.	Explain about the process of participating in Reverse Auction event and also provide training to all the eligible bidders regarding the same.Provide the Login ID and Password to all the Techno Commercially acceptable bidders to participate in the Reverse Auction..
	iii.	Enable eligible bidders participation in the RA after obtaining bidders acceptance of "Auction Declaration"
	iv.	Launch the screen for the Reverse Auction event at the Scheduled time .
	v.	Do the price matching, if required
5.0		**Roles and Responsibilities of the Bidder**
		The role of the bidder is outlined below:
	i.	Get themselves acquainted to their satisfaction with the On-line bidding process by interacting with mjunction.
	ii.	Accept "Auction Declaration" to participate in the auction
	iii.	Participate in the Reverse Auction with the aim of posting their lowest best price for the auctioned item(s) in the reverse auction.
	iv.	Ensure that the User Id and password is not revealed to unauthorized persons.
	v.	Submit their detailed price break-up for the item(s) / service(s) as per RFQ in the event the bidder becomes the Lowest bidder in the Reverse Auction process
6.0		Bidders need not pay any fee towards training or for actual Reverse Auction bidding or any other service with regard to this tender. Bidders need not subscribe to any of the services of mjunction in lieu of participation in the Reverse Auction.
7.0		**Cancellation or Reschedule:** Mjunction may cancel or reschedule the Reverse Auction in consultation with concerned SAIL Plants/ units, or do so on its own accord in case of any technical issue. The decision of mjunction either made on its own accord or after consultation with SAIL Plants/Units, shall be final.
8.0		**Annexure A**
		The process for submitting online price bid on the buyjunction platform of mjunction is as under:
	a.	Web-page to be accessed through the URL: https://www.buyjunction.in.
	b.	There is a link in the above web-page under the section "Open Tender" through which vendors can access the required Request for Quotation(RFQ)/Tender against which sealed price bids are to be accepted.
	c.	The above mentioned link would be kept active by mjunction till the due date and time of submission of RFQ/Tender or as per directives/ corrigendum issued by SAIL Plants/Units in case of Open Tender Enquiry(OTE)/Global Tender Enquiry(GTE) or as per instructions in RFQ/tender documents in Limted Tender Enquiry(LTE).
	d.	Existing bidder who has earlier registered in mjunction e-platform shall have direct access to the platform. They would be able to do this by using their existing user IDs and passwords after clicking the above link.

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	e. New bidder would have to click the link "New User" which would then throw open a pop-up screen showing details on how to (a) register online (b) receive user ID/password on their registered email with which they have registered online and (c) place their bids. With this, new bidders would also become enabled to log in and participate on mjunction e-platform. **f.** After logging in (with respective user IDs/ passwords), bidders shall be directed to a web-page where detailed road map (user manual) on how to place bids would be displayed. **g.** Each bidder can login and place/register a sealed price bid on mjunction e-platform within the stipulated period stated in point 'c' above. **h.** Each bidder shall be provided with a system generated acknowledgement of submission of online sealed price bid submitted prior to TOD on the buyjunction platform of mjunction which can be printed. **i.** In case any vendor submits online Price Bid but the Techno-Commercial bid has not been submitted on or before Tender Opening Date(TOD), such online Price Bids will not be considered by SAILPlant/Unit.	

9.0	

	Auction Notice for Online Price Negotiation	
mjunction *business without barriers*	**Auction Notice No:** #@AUCTIONNOTICE_ID@# **Revision No:**#@REVISIONNO@# **Dated:** #@NOTICEDATE@#	buyjunction

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Auction Notice Dated: #@NOTICEDATE@#
For Procurement of: #@PROCUREMENT@#
For : #@ORGANIZATIONNAME@#
RFQ No / Enquiry No : #@RFQNO@#
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Welcome to the Online Sourcing Platform of buyjunction –
https://auction.buyjunction.in

Please log in to the above referred website to participate in Online Auctions. If you face any difficulty, the following persons from buyjunction will be happy to help you.

	Country Code: +91, **Area Code:** 033
Contact numbersof Auction Room:	(033) 4409 - 1721/1722/1723/1724/1727/1728/1729/1730/1784/1825 (033) 6601 - 1721/1722/1723/1724/1727/1728/1729/1730/1825 (033) 6603 -1784
Auction room calling number:	mjunction services limited's (mjunction) representatives will only callyou from the number **6292234090** during the auction.

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	queries related to the bidding process before auction:	Mr. Koustav Ghosh	Landphone: 66031781, Handphone: 8336900023 Email: ghosh.koustav@mjunction.in
		Mr. SusmitaBanik	Landphone: 66031783, Handphone: 8336905452 Email: banik.susmita@mjunction.in
		Ms. Anindita Das	Landphone: 44091732, Handphone: 8336939264 Email: das.anindita@mjunction.in
		Ms. Debaparna Chakraborty	Landphone: 66031782, Handphone: 9163348290 Email: c.debaparna@mjunction.in
		Mr. Devashish Roy	Landphone: 44091884 Handphone: 8584008135 Email: roy.devashish@mjunction.in
		Mr. Prosenjit Poddar	Landphone: 44091885 Handphone: 8584008154 Email: poddar.prosenjit@mjunction.in
		Ms. chandranipaul	Landphone: 44091874 Handphone: 8584008203 Email: paul.chandrani@mjunction.in
		Ms. Sayani Ganguly Thakur	Landphone: 44091742 Handphone: 8336911712 Email: thakur.sayani1@mjunction.in
		Ms. Sudha Singh	Landphone: 66031746 Handphone: 8336996511 Email: singh.sudha@mjunction.in
		Ms. Anamika Datta	Landphone:44091856, Handphone: 9163348075 Email: anamika.datta@mjunction.in
		Ms. Ria Basu	Landphone: 66031738, Handphone: 8336925944 Email: basu.ria@mjunction.in
	Contact details on queries after the auction:	Ms. Naaz Ansari	Landphone: 66106174, Handphone: 9163348211 Email: naaz.ansari@mjunction.in
		Mr. Jaydev Jana	Landphone: 44091816, Handphone: 8336939377 Email Id: jana.jaydev@mjunction.in
		Mr. Ujjal Halder	Landphone: 66106315, Handphone:08336925963 Email Id: halder.ujjal@mjunction.in

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	Ms. Payel Dey	Landphone: 4409 1890, Handphone: 6292297403 Email Id: dey.payel@mjunction.in
	Ms. Anindita Nath Ray	Landphone: 66106147, Handphone: 8336969614 Email Id: ray.anindita@mjunction.in
	Mr. Tanumoy Chanda	Landphone: 66106050, Handphone: 8584008217 Email Id: chanda.tanumoy@mjunction.in
10.0	**Standard Instruction and General Terms & Conditions**	
10.1	During the Auction please contact the Auction Room nos. (as stated above) ONLY for any assistance/clarification. All calls to the auction room numbers are recorded for future reference and training. Calls made to any other contact numbers or mobiles (hand phones) will not be entertained during the auction period. Please keep sufficient time in hand while calling to auction room during auction. Auction room numbers may be engaged and in case of call being made during last minutes your call may not be connected. mjunction would not be responsible for any issue arising out of non-reachability of auction room numbers.	
10.2	Acceptance of Online Declaration (as per Annexure II) before proceeding to participate in the Auction is mandatory. Kindly ensure that you log into the system and accept the Online Declaration preferably at least 2 hrs. prior to the scheduled commencement time of the Auction. In case Online Declaration is not accepted by you before the said commencement time, then it would be understood that you are not interested to participate in the Auction and the Auction would commence without your participation.	
10.3	Ensure stable connectivity; Use a fast and reliable internet connection. Please try to keep an alternate internet connectivity option in case of exigencies as mjunction or SAIL will not be responsible for any dis-connectivity or infrastructure failure at bidder's end and / or for reasons beyond the control of mjunction and for reasons not attributable to mjunction. Extension of auctions will not be provided at the request of any bidder.	
10.4	Bid Summary on the screen is refreshed automatically every 20 seconds to display the latest status of the auction. However, the refresh rate may vary depending upon the internet connection speed of your ISP/computer. In case any bidder observes a lag in auto refresh interval, they are advised to manually refresh the bid summary screen by clicking on the "Refresh" button to view the latest status of the auction	
10.5	Bidders are required to clarify and familiarize themselves with all their technical/RFQ and/ or training related queries prior to commencement of the auction. No training related support shall be provided to bidders after commencement of online auction. For any training requirement during the run-time of auction, bidders are required to refer the training module sent to them prior to auction.	
10.6	Keep your contact nos. free so that the auction room representatives can reach you whenever required from auction room calling number as. Kindly do not register your number with "National Do not Call" service as you may receive auction intimation on the mobile number provided to us. Kindly check your email regularly for	

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		information related to auction from mjunction.
10.7		The system does not allow simultaneous logins for the same User ID & Password. Please note that you can login with your User ID and password from one connection only. However, in case multiple login is attempted then subsequent person attempting to log in will receive a message indicating that "You are already logged in. Do you want to close the previous session and continue working?". In this scenario, mjunction requests you to verify whether any authorized representative from your side is already logged in to the system using your credentials. If not, kindly change your password and/or inform mjunction for help, if necessary. Kindly ensure to click on "Sign out" whenever you wish to leave the website. If you do not "sign out " properly and leave the website by closing the window directly you may receive the same message at next login attempt.
10.8		The bids placed by you will only be accepted once they are registered in the server of mjunction. There may be some delay in the same depending upon the speed and traffic of the internet connection used at bidder's end. To ensure registry of bids please bid at least 3 minutes prior to auction closing time. Bidder's submitting their bid in the last moment would be doing so at their own risk.
10.9		Auction will start as per the time schedule intimated in Annexure-01. The time indicated in notice is fixed and cannot be altered or modified at bidder's request. It is the responsibility of bidders to take part in the auction on scheduled date and time for which mjunction would be providing all the necessary training and technical requirement like creating, scheduling the auctions and providing access to bidders to participate in the auctions. In case you are unavailable/not reachable prior to the auction, mjunction reserves the right to launch and conclude the event on scheduled time without your participation.
10.10		mjunction retains the right to cancel or reschedule or relaunch the auction in consultation with SAIL The duration and time of auction may be varied by mjunction , on the advice of SAIL or on its own accord in case of technical issues. Any changes made by SAIL and / or mjunction with regard to the auction duration and time will have to be accepted by bidders
10.11		All bidders should note that their executive participating /placing bids online shall be treated as their authorized representative for participating in the auction.
10.12		User ID and password are the unique combination to ensure that only bidder or their authorized representative can login to the auction website and participate in the auction. You are requested to change the system generated password provided to you at the time of first login. mjunction or SAIL will not be responsible for any misuse of your Login ID and password. Bidders are responsible for maintaining the confidentiality of their User ID and Password (as also that of "secret question"/ "secret answer" combination, if any) and for restricting access to their computer, computer system and computer network and they shall be held responsible for all activities that occur using their User ID and Password.
10.13		Bids once placed cannot be cancelled / withdrawn and Bidders shall be bound to honor their prices submitted during the auction. If they back out and not supply the materials/service as per the rates quoted, SAIL may take appropriate action against them as deemed fit.
10.14		mjunction, does not guarantee continuous, uninterrupted or secured access to its services.The

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	operation of the Website/Portal is dependent upon various external factors not attributable to mjunction and also may be affected by numerous factors beyond its reasonable control. mjunction, shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.	
10.15	**Demo auctions:** For the convenience of the bidders demo auctions are available on the website http://demoauction.buyjunction.in. The bidders are requested to visit the website, practice in the demo auctions as many times as desired by them to make themselves conversant with the bidding procedure. User Id for our demo website are: demosupplier1, demoSupplier2, demosupplier3 .... demosupplier50. Passwords are same as user IDs	
10.16	**Training Module:** In order to view online audio -visual training module, please click here.	
10.17	**Force Majeure :** If at any time during the continuance of this Agreement, the performance of any obligation under this Agreement, in whole or in part by mjunction, be prevented or delayed by reason of any war, hostility, act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, pandemic,quarantine restrictions, strikes, lock-outs, failure of Internet Service Provider, Technical /Connectivity failure, machinery / server breakdown, power outage etc. or acts of God (hereinafter referred to as "events") the Bidder shall by reason of such events have no claim for damages, direct and/or indirect, against mjunction in respect of such non-performance and/or delay in performance.	
10.18	**Confidentiality :** BIDDER recognizes that the information on mjunction that it will come across during the course of e-Auction is confidential and accordingly for a period of five (5) years after the date of this Agreement shall treat as confidential any and all information hereafter made available to BIDDER directly or indirectly by mjunction, including verbal explanations as well as any and all documents such as reports, proposals and drawings furnished by mjunction or by third parties having access to information, shall not use information received for any purpose other than the purpose agreed between the parties and shall not disclose any of the said information to any third parties including affiliated companies, either in writing or verbally or by any other means, except to the extent needed for such exercise.	
10.19	**Arbitration:** Dispute or differences arising out or relating to this undertaking/Agreement shall be resolved amicably by the parties. Failing such amicable resolution of dispute / differences either party may refer the matter to single arbitrator, In case the Parties fails to reach out on the appointment of single arbitrator then it shall be referred to arbitration by a panel of three arbitrators, each Party nominating one arbitrator and the arbitrators nominating the umpire. Such arbitrators shall be competent in any technical, legal or relevant subject matter involved in the dispute. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 in effect at the time of arbitration, except as they may be modified herein or by mutual consent of the Parties. The seat of the arbitration shall be Kolkata, India and it shall be conducted in the English language. The award of the Arbitrator shall be final, binding and conclusive on the parties.	
10.20	**Jurisdiction :** Courts at Kolkata shall have exclusive jurisdiction.	
11	**Limitation of Liability**	
11.1	All commercial/ contractual terms are offered by and agreed to between buyers and sellers alone. mjunction does not have any control or does not determine or advise or in any way	

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	involve itself in the offering or acceptance of such commercial/ contractual terms between buyers and sellers.
11.2	mjunction is not responsible for any non-performance or breach of any contract entered into between bidders and SAIL
11.3	mjunction expressly excludes liability for direct, indirect and consequential loss or damage including but not limited to or loss of profit, business, revenue, goodwill or anticipated savings, which may arise in respect of its services.
11.4	SAIL's decision on award of Contract shall be final and binding on all the bidders.
11.5	mjunction, will not be liable for, including but not limited to, systems problems, inability to use the system, loss of electronic information, etc.
11.6	**mjunction, is not responsible directly or indirectly for any damages, including damages that result from, but are not limited to negligence**

12.0	**Explanation of Auction Terminologies/Features**
	 The process for participation in the auctions is as follow:
	     a. Bidder will receive intimation mail regarding auction schedule from mjunction.
	     b. Prior to the event, Bidder is required to accept the online declaration after login to https://auction.buyjunction.in using their User ID and password.
	     c. Auction would be visible only after schedule date/time to eligible bidders who have accepted the declaration.
	     d. To view & participate, bidder has to add the required auction, through "Add to Watch list" facility.
	     e. Bidder then would be able to view & participate in the online auctions displayed on his bidding screen.

12.1	**Acceptance of Online declaration:** You need to accept online declaration before the start of auction to be eligible to take part in the auction. In case you do not accept the Online Declaration before commencement of Auction, then you would be still be able to login to the auction website after the above start time but would not be able to view the live auction(s). To view the Auction and place your bid you would first need to click on to 'Auction Terms' and choose the drop down menu 'View term without DSC' or 'View term with DSC' as applicable and then click on the 'Accept' button for accepting the declaration form online, click on the checkbox and press submit button. Bidders would be able to view auction terms & conditions by clicking on hyperlink under "Term" column.
12.2	**Auction Watch list:** Once you accept the declaration, you need to go to 'Live Auction' and enter your password. On the webpage you would be able to see list of all Live auctions/markets for which you have accepted the declaration. Please select the number of markets/auction for which you would like to participate by clicking of the check box provided with it & press 'Add to Watch List'. You would be able to modify your selection any time during the course of the auction.
12.3	Display of Hammer or Rank: Once you place a bid and If your bid is accepted by the system then either a hammer sign/rank will appear on bid summary screen depending upon auction

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	strategy.
	 a) A hammer sign on your screen reflects that you are leading bidder (L1) at that moment . The hammer sign may disappear from your screen depending upon the progress of the online event. In case hammer sign disappears from your screen it implies that you are not L1 bidder currently & you need to revise your bid to become the L1 bidder.
	 b) For Rank Bidding: If your Rank is displayed as 1 that means you are the leading bidder at that time whereas if it is 2 or above then you have to revise your bid to improve your rank. There can be tie bid in all ranks other than Rank 1. In-case of tie bid your rank will be displayed as per the time of placement of your bid. (For example L1 rate is Rs 90, if Bidder 2 has quoted Rs 100 at 04:00 PM, Bidder 3 has quoted Rs 100 at 02:30 PM and Bidder 4 has quoted Rs 100 at 4:03 PM then system will show their ranking as below.
	     1. Bidder 3 will be L2.
	     2. Bidder 2 will be L3.
	     3. Bidder 4 will be L4.
	 Please note that either Hammer or rank will be displayed only during auction for all auction rules except online price bid at techno-commercial stage and price match stage. *In online price bid no status other than bid acceptance confirmation would be displayed.*

12.4	**Start Bid Price:** Start bid price is the starting point of the auction, the bidder has to quote lower than the start bid price, for the price to be accepted by the auction enginein reverse Auction/Rank Bidding Only in certain cases where discount (in value or percentage) has to be quoted , then the bidder has to quote higher than the start bid price
12.5	**Minimum Decrement:** Minimum decrement is the minimum amount by which, a bidder has to reduce his bid value in order to beat the latest lowest bid. For example, if a bidder bids Rs 10,00,000/ - for a market, others, in order to beat this bid, have to quote a lower price with a minimum decrement say of Rs.2,500/- i.e. in order to be able to submit next valid bid, they have to quote Rs. 9,97,500/- (or lower) for the same market. This minimum decrement shall be pre-decided by SAIL. Depending upon the auction strategy Bidder may be able to provide decrement in multiple of minimum decrement amount or may be able to reduce any value higher than minimum bid decrement. For Rank bidding event (dynamic price negotiation) Bidder has to reduce his bid from his last quoted bid
12.6	**Current market Price:** Current market price is the lowest price in the auctionat any point of time and will be displayed during the reverse auction. Bidders would be able to see the current market price once any bid is received in the market. a) Bidders will be allowed to quote a bid less than current market price or b) In case of rank bidding, current market price will not be visible to the bidders and bidders will be allowed to quote a bid less than their own last quoted price

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12.7	**Proxy Bid Submission: -** Proxy bid facility safeguard bidders from any connectivity issue, infrastructure failure (like: power, link, slow speed, computer etc.) during auction. Proxy bidding also helps when multiple markets/auctions are running simultaneously. <u>Proxy facility works in following manner:</u>
	
	Process to set proxy bid you're your best bid value is as follows:
	
	    a. Place your desired proxy bid amount in 'new bid box'.
	    b. Click on the 'Proxy' bid check box.
	    c. Click on the 'new bid' Box available at the extreme left hand side of the market.
	    d. Click on the submit button available on the bidding screen.
	
	Once a proxy limit is set, system automatically bids on behalf of the bidder by reducing one decrement compared to the current market price. Thus it ensures that bidder who has activated proxy will be the leading bidder (L1 bidder) till the proxy limit is reached. Your Proxy bid value is neither known to your competitors nor to mjunction. It remains undisclosed at the back end of the system. System will continue to revise your bid in stipulated decrements; so long it receives a revised bid from any competitor. In case the system does not receive any revised bid and the market ends, you will be the L1 for that market at the market price prevalent at the time of closure. Even in-case(s) of tie bid (i.e. proxy bid activated from your side and normal bid of that same amount is placed by your competitor), your proxy bid will be declared as lead bid for that time being for that particular market since you have activated proxy bid and your competitor will be shown outbid message.
	Note: Proxy bid submission facility can be utilized only in standard reverse auctions (i.e. reverse auctions without template/factor/loading or premium discount /Rank Bidding).
	
	Proxy bid example: Say Reverse auction stage has started with the Start Bid Price of 200 INR and Bid decrement of 5 INR. You have activated a proxy of 150 INR at the very beginning of the event. In such scenario when even competition place a bid, system will itself place a bid on your behalf which would be one decrement lower than the competitor's bid value & ensure that you would be L1 bidder for the market.
	Say with due competition market price has gone down and presently it is at 165 INR, your competitor places a normal bid of 150 INR. System will display 'outbid' message to the competitor for their bid of 150 INR and your bid of 150 INR will be declared as lead bid at that instance of time till any other bid lower than your proxy bid gets registered in the system before closure of runtime of auction.

12.8	**Warning & Bid rejection message:**
	To prevent incorrect bid submission due to oversight, following system checks are available in the system for all auction:
	
	    a. **Warning Message**: In case of a quoted bid by any bidder is 10% or more lower than the Current market price, system displays a warning message to bidders indicating that their bid is 10% or more lower than the current market price in a pop- up window. In this scenario, bidders will have the option to either accept the bid & go ahead with bid submission or edit their bid.
	    b. **Rejection message**: In case of a quoted bid by any bidder is 50% or more lower than

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	the current market price, system will reject the bid & bidders will see a corresponding message on bidding screen indicating that the bid value is 50% or more lower than current market price. In such scenario, bidder(s) need to revise their bid if they are interested to quote for the market. Bids may also be rejected in some other scenarios & reasons for such rejection will be displayed on the bidding screen automatically as well as the reason for rejection is also available in the training module. Also such reasons can be viewed by clicking on the 'rejected' status link during online auction. Bidder are expected to read the reasons carefully & act accordingly to correct their bid. **Note:** 1. For Rank bidding, above mentioned check will be done from bidder's last quoted bid instead of Current market price. 2. For first bid in any markets, 10% & 50% checking will be done from start bid price.
12.9	**Auction 'Pause' Timing:-**In case an auction continues beyond 8 P.M (IST) on a particular day from Monday to Friday, then the same may be paused on that day and may be reopened on the next working day in a specified time as per official communication from mjunction. For an auction scheduled onSaturday, in case the auction continues beyond 6 P.M (IST) then the same may be paused on that day and may be reopened on the next working day.
12.10	**Auto Extension of Bidding Time: -** Only in the event of any bid being placed(Valid & accepted Bid) in the last #@TIME_EXT@# minutes of the scheduled bidding time, the bidding time shall automatically extend by #@TIME_EXT@# minutes from each such bid. This Auto Extension mechanism remains activated until a continuous inactivity period (i.e. no bids being placed by any bidder) of #@TIME_EXT@# minutes is reached at which point the market shall close
12.11	**Price Breakup:-**Price Breakup in the format stated in Annexure - 3 has to reach us within - #@PRICEBRKUPHR@# working hrs from the closure of the event. In case you need any help with respect to submission of price break up after the online event, please contact with the contact persons as mentioned in the first page of auction notice.
12.12	**Feedback/Complaint/Suggestion:-**For registering your complaint/suggestion related to any event where you have participated kindly log intohttps://auction.buyjunction.in and use the "feedback" link given on the top left hand side of the page. Else send us email to feedback.bj@mjunction.in. Complaints / Suggestions received through any other mode will not be treated as formal.
	ANNEXURE 01
	Auction Notice for Online Price Negotiation **Auction Notice No:** #@AUCTIONNOTICE_ID@# **Revision No:**#@REVISIONNO@#

```
Dated: #@NOTICEDATE@#
```

```
Auction Notice Dated: #@NOTICEDATE@#
For Procurement of: #@PROCUREMENT@#
For : #@ORGANIZATIONNAME@#
RFQ No / Enquiry No : #@RFQNO@#
```

Event Schedule :	Event Date #@EVENTDATE@# Event Day #@EVENTDAY@# Start Time: IST #@EVENTSTIME@#
Auction Strategy	
Bidding Basis :	#@BIDDINGBASIS@#

Special Instructions:	#@SPECIALINST@#
Basis of Price Evaluation (Bidding Basis)	#@EVABASIS@#

ANNEXURE 03

	Auction Notice for Online Price Negotiation	
mjunction business without barriers	**Auction Notice No:** #@AUCTIONNOTICE_ID@# **Revision No:**#@REVISIONNO@# **Dated:** #@NOTICEDATE@#	buyjunction

Format for submitting Price Break-up(To be submitted on Company Letter Head duly signed and stamped within #@PRICEBRKUPHR@# hrs)

Date
To
mjunction services limited
"Godrej Waterside"

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Tower-I, 3rd floor
Plot No. 5, Block-DP
Sector-V, Salt Lake City
Kolkata - 700091
Phone: +91 33 66106174, +91 33 66106050
postauctionbj@mjunction.in
Re: Price Break-up for the Online Price Negotiation of

```
Auction Notice Dated: #@NOTICEDATE@#
For Procurement of: #@PROCUREMENT@#
For : #@ORGANIZATIONNAME@#
RFQ No / Enquiry No : #@RFQNO@#
```

Reference above, we hereby give the Item wise Price breakup in #@BIDDINGBASIS@# basis as per bidding currency of our final online system accepted price in the online negotiation.

Price Break Up Format		
Sl No		

Signature :
Name :
Designation :
Date :

COPY :
Purchaser Name : #@PURCHASERNAME@#
#@PURCHASERDESIGNATION@#
#@ORGANIZATIONNAME@#
Plant:
Address: #@PURCHASERADDRESS@#
Fax: #@PURCHASERFAX@#
Mobile: #@PURCHASERMOBILE@#
Email: #@PURCHASEREMAIL@#

Auction Notice for Online Price Negotiation

Auction Notice No:
#@AUCTIONNOTICE_ID@# **Revision No:**#@REVISIONNO@#
Dated: #@NOTICEDATE@#

There's a little bit of SAIL in everybody's life
"For more information regarding SAIL tenders Visit our website -www.sailtenders.co.in"

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Declaration

Auction Notice Dated: #@NOTICEDATE@#
For Procurement of: #@PROCUREMENT@#
For M/s : #@ORGANIZATIONNAME@#
RFQ No / Enquiry No : #@RFQNO@#

Dear   Sir,
1) I/We agree to strictly abide by any and all the Terms and Conditions mentioned in the auction notice above.
2) I/We have been approached by mjunction services limited, hereinafter referred to as "mjunction", for my/our training requirement and:
   a. I/we have been provided necessary training to participate in the auction and have understood the auction process in all respect.
            or
   b. I/We are aware of the auction process and do not require training which is communicated to mjunction.
3) I/We understand that no training related support shall be provided to us after commencement of online auction and I/we are required to refer to the training module if I/We have any such requirement.
4) I/We have clarified all Technical/ RFQ related queries prior to participation in the online auction and understand that no such clarification shall be provided to us after commencement of online auction.
5) I/We have understood the bidding basis & the format for price breakup in which the L1 price is required to be given after completion of the auction within #@PRICEBRKUPHR@# working hours from the closure of the auction.
6) I/We are aware that the demo auction for the same is running on the site and we can make bids in this auction for practice.
7) I/We are aware that simultaneous multi log in using the same User ID & Password is not allowed by the system.
8) I/We have been provided a valid log-in name and password by mjunction for the auction.
9) I/We hereby understand and agree that the responsibility of preserving and maintaining the confidentiality, secrecy and security of my/our Login ID and transaction password solely rests upon me/us and I/We shall be solely responsible for any breach/loss in this respect .
10) I/We have been informed how I can change my password. I have also been informed how I may retrieve password using "forgot password feature" in case I do not remember the password.
11) I/We understand that during the time when auction is on, I need to contact at the numbers of the auction room only for any assistance.
12) I/We understand that mjunction will communicate with me by email and/or recorded telephone for any information before/during/after the auction. I/We understand that I/We are required to check our email regularly and shall be

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accessible over phone during the course of the auction.

13) I/We accept all terms and conditions as per RFQ No- **#@RFQNO@# and the Auction Notice No. #@AUCTIONNOTICE_ID@# , Revision No: #@REVISIONNO@# Dated: #@NOTICEDATE@#** and will abide by all of them. I/We shall give due cognizance to the above during the auction.

14) The bid validity provided against the tender, including extended validity if any, shall also be applicable to the prices submitted against RA

15) I/We are aware that bids once placed during auction are firm, irrevocable and valid bid, hence to be honoured.

16) I/We are aware that in case an auction continues beyond 8 P.M (IST) on a particular day from Monday to Friday, then the same may be paused on that day and may be reopened on the next working day. For an auction scheduled on Saturday, in case an auction continues beyond 6 P.M (IST) then the same may be paused on that day and may be reopened on the next working day.

17) I/We understand and agree that SAIL may forfeit my/our security deposit/Bank guarantee on infringement/breach of any Terms and conditions as specified in the RFQ, mjunction's auction notice and any other additional condition/intimation as communicated from time to time by mjunction and SAIL. I /We agree that SAIL will be well within its right to take any punitive measure against me/us including permanently debarring/blacklisting from participating in any and all SAIL's auctions.

18) I/We understand and agree that all voice communications made by me/us with the auction room of mjunction are recorded and kept for future reference and action, if necessary. I/We further agree and confirm that any and all such communication and instructions passed by me/us shall constitute a valid communication and shall be treated as valid contractual obligation cast on me/us to ratify such communication/instruction in writing as and when required by mjunction.

19) In no event shall mjunction be liable to the Bidder for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Services and/or this Agreement, including without limitation to any loss of data, interruption or stoppage to the Customer's access to and/or use of the online market / exchange (website portal) arising out of the performance of the Services or otherwise.

20) mjunction expressly excludes liability for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings, which may arise in respect of the Services.

21) I/we agree to ratify the acts of mjunction carried out in good faith and mjunction has right to cancel, postpone, defer and re-auction that event/auction at any stage and in this regard no grievance shall be entertained and bidder agree that he shall not take any action in any court of law.

22) I/We hereby agreed and declare that mobile number furnished to mjunction for getting message/messages is/are not registered in National Do not call registry. I/We shall keep mjunction indemnified against any loss damages costs and claim on account of TRAI Regulation in respect of "National Do not Call"

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	registered Users.

23) I/We undertake, upon granting of registration (User ID and Password), not to indulge in any anti-competitive agreements, specially " bid rigging" which has the effect of eliminating or reducing competition for bids or adversely affecting or manipulating the process for bidding.

24) I/We agree not to enter into a combination which causes or is likely to cause an appreciable adverse effect on competition within the relevant market in India and such a combination shall be void and on the event of such happening the registration ("User ID & Password") so granted by mjunction shall stand cancelled *ipso facto* and further be liable to be tried under the relevant provisions of 'The Competition Act, 2002' without any further reference.

25) I/We agree and undertake not to resort to any activity (is) having the impact or causing interference to the system (hardware, software, internet related application, servers etc.) I/We understand that mjunction strictly forbids me/us from indulging in any of the cybercrime activities including(a) unauthorized access(b) e-mail bombing (c) data diddling(c) Salami attack (d) internet time theft (e) logic bomb (f) virus/worm attack (g) Trojan attack (h) distributed denial of service attack (i) denial of service attack(j) email spoofing (k) cyber pornography(l) intellectual property crime (m) cyber stalking.

26) I/We agree to comply with all statutory rules and regulations as applicable from time to time including The Information Technology Act and rules thereto and further declare that we are statutory compliant organization.

27) I/We agree to submit ourselves for resolution of any disputes with mjunction in the manner as prescribed hereinafter. Dispute or differences arising out or relating to this undertaking/Agreement shall be resolved amicably by the parties. Failing such amicable resolution of dispute / differences either party may refer the matter to single arbitrator, Incase the Parties fails to reach out on the appointment of single arbitrator then it shall be referred to arbitration by a panel of three arbitrators, each Party nominating one arbitrator and the arbitrators nominating the umpire. Such arbitrators shall be competent in any technical, legal or relevant subject matter involved in the dispute. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 in effect at the time of arbitration, except as they may be modified herein or by mutual consent of the Parties. The seat of the arbitration shall be Kolkata, India and it shall be conducted in the English language.... The award of the Arbitrator shall be final, binding and conclusive on the parties.. Jurisdiction: The Court at Kolkata shall have exclusive jurisdiction.

28) I/ We hereby agree to allow mjunction to track our IP address, Media Access Control (MAC) address and geolocation whenever we participate in any auction on mjunction's auction platform. I/ We also hereby confirm that we shall have Java application (Java Runtime Environment version 7 or above) installed on the devices that we would use for logging in and bidding on mjunction's auction platform to enable tracking of Media Access Control (MAC) address and geolocation.