METALJUNCTION

ONLINE FORWARD AUCTION SALE FOR DISPOSAL OF Steel Scrap including (PIG Iron/Runner/Laddle Iron Sweeping) FROM TATA Metaliks Ltd, Khargpur

Auction Date & Time : 19.02.2014 @ 2 PM

Inspection Date : 13.2.2014 ~ 18.2.2014 between 10.00AM to 5.00 PM

with prior appointment with Head (Sales Distribution Centre),

TML Kharagpur. (Mr Anjani Kumar 09434741952)

EMD Amount : Rs. 50,000/- in favour of mjunction services Ltd., payable at Kolkata

EMD Submission Date:18.02.2014 by 15:00hrsLocation Details:Tata Metaliks Limited, KhargpurContact Information:Mr Anjani Kumar (09434741952)

Metaljunction : Ms. Paromita Bhattacharya (033-66106205)

Mr. Saket Kumar (8584008177) Ms. Shivani Dwivedi (9231000665)

MATERIAL LIST

PIG IRON RESIDUALS & PIG IRON SCRAP SAP vs PHYSICAL STOCK UP TO 11.02.14 INCLUDING EXPECTED GENERATION TILL 31.03.2014 FOR AUCTION

		DATE		12.02.14 to 31.03.14			
SL. NO.	MTL. CODE	MATL. DESCRIPTION	Present stock	ESTIMATED GENERATION TILL 31.03.14 AS PER OPERATION (MT) & SDC	TOTAL OF DO REQUIRED(PRESENT) & ESTIMATED GENERATION TILL 31.03.14 (MT)	Min Bid Quantity	Auction Type
1	SCD405	TINY PIG	9	15	24	_	English No Ties
2	SCR106	BROKEN PIG	2	1	3		English No Ties
3	SCR102	CHIPS	10	50	60		English No Ties
4	SCR103	PIG DUST & FINES	40	100	140	70 MT	Yankee
5	SCR104	R/S & SLAG COAT PIG	4	5	9		English No Ties
6	SCR105	PLATES	4	10	14		English No Ties
SUB TO	OTAL(I)-PIG R	RESIDUALS	69	181	250		English No Ties
			0				English No Ties
7	SCR201	PCM (incl big chunk)	10	250	260	130 MT	Yankee
8	SCR203	PCM (SIZE +12MM UP TO 1.5 KGS)	3	77	80		English No Ties
9	SCR204	CHILLED	5	10	15		English No Ties
10	SCR202	PCM, Runner, Laddle, Pot Dust & fines	100	300	400	200 MT	Yankee
11	SCR301	RUNNER	0	200	200	100 MT	Yankee
12	SCR302	RUNNER (SIZE +12MM UP TO 1.5 KGS)	0	43	43		English No Ties
13	SCR401	POTTED PIG	30	100	130	65 MT	Yankee
14	SCR501	LADDLE SKULL(incl. big chunk)	50	100	150	75 MT	Yankee
15	SCR503	LADDLE SKULL (SIZE +12MM UP TO 1.5 KGS)	0	50	50		English No Ties
16	MSP205	SKULL WITH FOREIGN MATERIALS	4	5	9		English No Ties
SUB TO	OTAL(II)-PIG I	RON SCRAP	202	1135	1337		English No Ties

							English No Ties
17	MSP201	IRON SWEEPING Hi Fe	535	700	1235	200 MT	Yankee
18	MSP207	IRON SWEEPING Low Fe	605	1000	1605	200 MT	Yankee
SUB TO	OTAL(III)-BYF	PRODUCTS	1140	1700	2840		English No Ties

Please submit FORM 27 for avoiding charging of 1% TCS.

TAX & Duties APPLICABLE:

VAT - 5%
C-Form - Acceptable, Outside West Bengal
TCS - N/a
ED - 12.36%

www.metaljunction.com

Metaljunction a business unit of mjunction services limited is pleased to be selected by Tata Metaliks Ltd for conduct of online auctions for disposal of their Surplus & Obsolete assets. All these assets given below will be sold on "As is where is basis" and on "No Complaint basis". All our valued customers are requested to peruse the participation terms, payment terms, lifting terms and other terms and conditions given below before participating. It is assumed that all our customers are aware about the terms and conditions as set out in these presents before placing a bid in the auction. We thank you in advance for your kind cooperation and participation.

Registration: All our new customers are requested to register themselves in the website <u>auction.metaljunction.com</u> or get in touch with Mr Sanjoy Gopal 9163348269/Mr. Susanta Das 9163348229

Participation Terms: Pre Bid Deposit of Rs. 50,000/- (refundable) in favour of "mjunction services limited" through RTGS. These Pre Bid Deposit of Non H1 buyers will be refunded on the basis of written requests from the Customers. Pre Bid Deposit of successful buyer will be retained by TATA METALIKS as a security until all the liabilities of the purchaser, either to the company or otherwise under or in relation to this contract, have been fully discharged to the satisfaction of the company. The company shall have the right at its discretion and without prejudice to its rights under law to forfeit unconditionally this deposit in case the purchaser fails to carry out the terms & conditions of this contract fully or partially. The company at its discretion may agree to adjust EMD against the last payment to be made by the customer for the item contracted.

RTGS details as mentioned below:

PRE-BID DEPOSIT payment through RTGS can be made to "Mjunction services limited"

Bank Details

EMD payment through RTGS can be made to "Mjunction services limited"

Bank Details:

Mjunction Services Limited HDFC Bank Ltd.

2/6 Sarat Bose Road, Kol-20. A/c. no.: 00140310003480 IFSC code: HDFC0000014

Important: Bidder should send the details of the payment done to mjunction services limited - Kolkata stating the UTR No., Bank and Branch name, Date, Amount, the payment made for and the lot details want to participate in his company letter head duly signed and stamped.

Fax to: 03366011719 or scan and e-mail to: rajat.dhall@mjunction.in, It is

the responsibility of the bidder to submit the PRE-BID DEPOSIT on time and correctly. If any payment receipt is delayed to Mj account, it is understood that MJ would not allow the bidder to participate in the e-auction.

Rate: Best rate is to be quoted online on internet site https://auction.metaljunction.com in Indian Rupees PER MT on stock cum arising basis (as per ANNEXURE-A attached) on Ex-Stockyard and on "AS IS WHERE IS" basis The rates quoted would be basic rate ex- Stockyard, excluding any statutory duties and taxes, Excise Duty, etc which would be as applicable at the time of supplies will be extra and payable by the bidder. Any other taxes and duties that may be introduced later are all to the account of bidder

Payment Terms:

Full value in advance for stock material in 5 days of sale intimation, as per the payment schedules to be indicated by TML, Works in letter of acceptance. This should include applicable sales tax and other charges as applicable. Successful tenderer(s) must release payment by DD or Pay Order, payable at Kolkata, BY RTGS ONLY (for outside WB –Payment to be made with CST Deposit) for items purchased by them, on any working day during the hours 9:30 AM- 5 PM. If full payment is not received as per schedule i.e within 5 dys of sale intimation, it will constitute a serious breach of contract and consequently the Earnest Money Deposit shall stand forfeited without any reference or prior notice to the successful tenderer(s).

For arising material, 30% of material value to be deposited within **5 days** of sale intimation and balance 70% to be deposited within **10days** of sale intimation.

Applicable Taxes & Duties: The bids are to be placed exclusive of taxes and duties the winning Customer shall be liable to pay all taxes as would be applicable on the date of dispatch of the material and Tata Metaliks Ltd would not be liable for taxes in any manner, whatsoever. Applicable taxes and duties are indicated above in the material list.

Lifting Terms: The Customers by whom the winning bid is submitted ("winning Customer") will be allowed to start lifting the Material only after making the complete payment against each lot (including taxes & duties). The lifting will be under the supervision and direction of concerned official of Tata Metaliks Ltd in charge of such warehouse where the materials are stored. The materials will be delivered ex-warehouse. It will be the responsibility of the winning customer to arrange for lifting, payment of freight and transit insurance. The winning Customer shall be liable to bear the transit insurance and Tata Metaliks Ltd shall not be liable for the same in any manner. Entire lot shall be lifted within 7 days after full payment is made.

Lifting with Ground Rent: Lifting along with ground rent will be allowed up to two (02) working days from the last date of lifting period. Ground Rent will be calculated on balance un lifted quantity @ 05 paise per Rs 100 per day. In case of default in lifting of material within stipulated time (i.e 7 days from payment and 2 days with ground rent), material shall be available for re-auction without any further notice.

Bid Validity: The bids quoted in on line auction *procedure of mjunction* will be valid for a period of 5 days from the date of closure of the Online Auction.

Forfeiture: Non-payment of full payment within stipulated time will result in forfeiture of Pre Bid Deposit.

Customers must be extremely careful to avoid any wrong bidding (whether typographical or otherwise). They must check and rectify their bid (if required) before submitting their bid in the live e-auction floor there is no provision for putting bids in decimals. The customers shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bid *submitted* by him) customers must always ensure to keep their e-mail address valid *and alive*. It is the responsibility of the customer to verify the status of their bids and check their e-mails to pay the security deposit *in terms of these presents*.

Each lot put up for auction shall be deemed to be a separate contract of sale.

Arbitration Clause: Dispute or differences arising out or relating to this Agreement shall be resolved **through amicable mutual discussion.** Failing such amicable resolution of dispute / differences either **of the** party may refer the matter to arbitration of a Sole Arbitrator to be appointed by the Managing Director of mjunction services limited (for issues relating to mjunction) or by Tata Metaliks Limited (for issues pertaining to **Tata Metaliks Limited**). The award of the Arbitrator shall be final, binding and conclusive on the **parties hereto.** The venue for arbitration shall be Kolkata. The Arbitration proceedings will be governed and regulated by the provisions of Indian Arbitration and Conciliation Act, 1996 and the rules framed there under from time to time.

Governing Law: This Agreement is construed and shall be governed in accordance with the laws of India without giving effect to any principle of conflict of law.

Jurisdiction: The Court at KOLKATA shall have exclusive jurisdiction **on any of the terms touching upon any subject matter of this agreement**.

Note:

- The items and their quantities indicated in the enclosed list are tentative and may vary at the time of lifting the material. The decision of TML management for retaining sale of items and quantities shall be final.
- Material collection from our site, arrangement of loading & transportation from our site shall be in buyer's scope.
- All the person of the buyer shall follow rules & regulation prevailing at TML site for safety & security. The buyer shall be fully liable for the conduct of his employee and shall be fully responsible.

wherever applicable. Overloading of trucks is strictly prohibited at TML site.
In case of any dispute, the decision of TML shall be final & binding.
Successful bidder of State other than West Bengal shall have to submit "C Form" as per norms. In case C form is
not submitted at the time of lifting , 2% as security against 'C-Form' to be deposited longwith thre
material payment. The security deposit is refundabale after successful deposition of C-Form.

GENERAL RULES AND REGULATION GOVERNING CONDUCT OF ONLINE AUCTIONS ON THE "SERVICE PROVIDER" PLATFORM

INTRODUCTION:

This Online Forward Auction is being conducted for

Tata Metaliks Ltd , a company *existing within the meaning of Companies Act, 1956* having its registered office at Kolkata Tata Centre, 10th Floor, 43 Jawaharlal Nehru Road, Kolkata - 700 071. (hereinafter referred to as the "Client") on the Auction Platform of

MJUNCTION SERVICES LTD, a company incorporated and registered in India and having its registered office at TATA CENTRE 1ST FLOOR,43 J L Nehru Road, Kolakata 700 071 India (hereinafter referred as "Service Provider").

The General Rules and Regulations provided herein govern the conduct of on line Forward Auctions arranged by "Service Provider" on its Auction Platform. These rules cover the roles and responsibilities of the Parties in the online Forward Auctions on the Auction Platform. The acceptance, in-toto, to these General Rules and Regulations governing conduct of Online Auctions, and Terms and Conditions for sale of Materials belonging to Tata Metaliks Limited by Online Auction is a prerequisite for securing participation of each Customer in the Online Auctions.

The key terms pertaining to the online Forward Auctions are provided in the "Annexure-D". Prospective customers are advised to read through the same.

ROLE OF "SERVICE- PROVIDER"

- 1. "Service Provider' is the agency (operator) primarily providing the service of the Forward auction to the "Client".
- 2. Finalization of the auction items in consultation with the Client.
- 3. Defining of bidding rules for each auction in consultation with the client.
- 4. Enhancing customer awareness of and comfort with the auction mechanism and bidding rules.
- 5. Input of the Auction items and defining the bidding rule in the auction engine.
- 6. Enlarging the customer base by introducing new customers.
- 7. Collection of Earnest Money Deposit (EMD), Letter of Interest etc. from the willing customers and forwarding the same to the Client.
- 8. Providing access to the approved customers to participate in the Auction.
- 9. Summarizing the Auction proceedings and communicate the outcome to the Client.

The responsibility of fulfillment of the contract rests between the customers and the client and the responsibility of the "Service Provider" shall be restricted to the extent of the Services provided by them.

ROLE OF CUSTOMER

The role of the Customer is outlined below:

- The Customer would participate in the auction with the aim of bidding to secure the auctioned item in the Online Auction.
- The Customer would be provided access to the Online Auction through a "User ID" protected by a "Password". The Customer needs to ensure that the "User ID" and "Password" is not revealed to unauthorized persons. Customers are also requested to change the Password allocated to them by the "Service Provider" to keep their confidentiality. However it would be Customer's sole responsibility to ensure the security and privacy of the same and he/they would not hold the "Client" / "Service Provider" responsible in any manner whatsoever for any misuse of these user IDs and/or Password. The access to the auction mechanism shall be provided to all the approved Customers subsequent to obtaining their written consent to the General Rules & Regulations and the Letter of Interest. The payment of Pre Bid Deposit as decided by the Service Provider

before the start of the Online Auction will be one of the necessary conditions for participating in the auction.

- Customers hereby confirm that they shall commit to lift the item (being bid for) at the price entered by them in the auction engine AND at the terms and conditions specified herein by the Client. All prices entered shall be legally binding on the Customers. Customers are strongly advised to exercise due diligence while placing bids. Failure to honour the bids placed during online bidding shall render the Customers liable for penal action as deemed fit by "Client" / "Service Provider".
- In the event of winning an allotment in the auction mechanism, the Customer shall commit to fulfill outlined obligations under the contract between Winning Customer and Client.
- The Customers shall bid on the terms & place their bid in the auction engine in the manner specified herein. The Customers shall not stipulate any conditions on their own unless the terms herein expressly permit such conditions being stipulated by the Customer. Bids entered with conditions attached shall be considered Conditional bids & "Service Provider" retains the right of rejecting these bids even without intimating the Client.

BIDDING RULES

The Bidding Rules refer to the information and terms defined specifically for a particular auction. The purpose of the Bidding rules is to provide approved customers with the information and terms specific to the auction in which they are bidding. This would include:

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

While it shall be the endeavor of "Service Provider" to specify these rules at the earliest for each Online Auction. The "Service Provider" only in the case of unforeseen contingency beyond its control shall retain the right to delay the announcement of these biddings rules or modify rules specified earlier at the time of the online bidding in prior written consent of the Client. These details would be available to the customers on the Auction Engine at the time of bidding.

The participation in the auction process presumes complete awareness and understanding of the bidding rules.

CONDUCT OF THE AUCTION:

Only those Customers who have been approved by the "Client" and handed over stamped and manually signed "General Rules and Regulations governing conduct of Online Auction along with Letter of Interest, required EMD amount and other necessary documents to the "Service Provider" prior to the start of Online Auction will be given "Login ID" and "PASSWORD" to enable them view and participate in Online Auction. Tata Metaliks Limited will have the sole discretion to approve the Customers who have submitted bids and no requests will be entertained in this regard by Service Provider from the Customers.

The Online Auction shall be conducted on pre-specified date. The Key Terms pertaining to the conduct of Online Auction such as "START TIME", "DURATION", "END TIME" AND "AUTO EXTENSION FACILITY" shall be specified separately for each Auction.

"Service Provider" retains the right to cancel or reschedule the Online Auction, with the prior written approval of the Client, on any of the following reasons:

- The number of confirmed Customers is deemed insufficient to conduct the Online Auction
- Some of the confirmed Customers are unable to access the module due to infrastructure problems such as sustained power failure or telecommunication breakdown.
- There are no bids, which are equal to or below Start Bid Price.
- Any other reason, which in the opinion of "Service Provider" / "Client" requires such action to be initiated.

The duration of Online Auction may also vary from the pre-specified period of time either on account of termination of the Online Auction by "Service Provider" on the advice of the Client.

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In case of situations where it is felt that continuance of the auction proceedings is prejudicial to the smooth conduct and / or the integrity of the auction process.

OR

due to Auto Extension during the Auction, duration may increase from specified period.

In the event of any problems being faced in the smooth conduct of the Online Auction, "Service Provider" with the approval of the Competent Authority of the Client, shall have the right to undertake one or more of the following steps:

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

In case of failure of net connection, Customer will communicate his best price to the "Service Provider" and "Service Provider" will bid on behalf of the Customer with the minimum increment until the bid price reaches the best price offered by the Customer, by proxy bidding mechanism.

The best price communicated by the Customer will have to be authenticated by written confirmation or fax to the "Service Provider" and will be kept confidential between the "Service Provider" and the Customer. Customer will be bound by the price offered.

LIABILITY OF "SERVICE PROVIDER"

"Service Provider" shall not be liable to the Client/ Customers participating in the Online Auction or any other person(s) for:

- Any breach of contract between winning Customer and Client.
- Any delays in initiating the online auction or postponement / cancellation of the online auction proceedings due to any problem with the hardware / software / infrastructure facilities or any other shortcomings.

While, reasonable care and diligence will be taken by "Service Provider" in discharge of its responsibilities such as design of the online bid, communication of bid details and rules, guidance to client/ customers in accessing the Auction Engine and placing bids, etc. the customers shall specifically indemnify "Service Provider" from all liabilities for any shortcomings on these aspects. It is clearly understood that these activities are undertaken by "Service Provider" to assist the Customers in participation but the ultimate responsibility on all these counts lies totally with the customers.

RIGHT OF THE CLIENT:

The Client reserves the right to partially or totally accept or reject any / all bids placed in the Online Auction without assigning any reason whatsoever. The decision of the Client would be final and binding on the Service Provider and the Customer in any such case. In case the Online Auction is cancelled by Client, then Service Provider shall undertake the re-auction at its own cost, as directed by the Client.

CONFIDENTIALITY CLAUSE:

"Service Provider" undertakes to handle any sensitive information provided by the Client or confirmed Customers for the auctions conducted with utmost trust and confidentiality.

JURISDICTION

Any disputes relating to the online auction module shall be subject to the sole jurisdiction of Court of Law having jurisdictions over the Plant from where the Materials are being sold.

Name:	Signature	
Designation of signatory Telephone / FAX no	Date	Place
тегерпопе / гах по		

DEFINITION OF KEY TERMS

Auction.

Auction refers to a forum where the requirement for one/more lots of an item is stated and the participants (customers) are required to bid down the price to be selected to supply the requirement.

Online Auctions.

Online auctions refer to those auctions conducted through the Internet with the customers (from one or more locations) simultaneously bidding to be selected for supplying the item/s on Auction. In other words, the venue for the auction is on an Internet website/ platform.

Services refer to the Online Auctions conducted by the Service Provider through its website as the venue for the purpose of the Online Auction and also includes the responsibilities narrated under the head "ROLE OF SERVICE PROVIDER" above.

Award at the Auction.

In a single winner format, only one customer (normally the customer who quotes the highest price) is awarded all the units of the item being auctioned. The customer quoting the highest price is normally allotted the item.

Client.

Client is the individual/business entity who has contracted "Service Provider" to conduct such auction. In case of auction, the purpose would be the genuine intent to sell the selected item/s (Lot) to the customers desiring to buy these items from the Client.

Customer.

Customer is the individual/business entity participating in the auction,

intending to buy the item(s) from the Client. To be become a Customer in the auction, a business entity has to secure client approval for participation and also provide written assent to the General Rules and Regulations.

Auction Engine.

Auction Engine refers to the software that encapsulates the entire auction environment, processing logic and information flows. "Service Provider" is the sole owner of the auction engine and retains exclusive right over the utilisation of the same.

Timings of the Online Bid.

All the timings of the Online Bid shall be based on the time indicated by the Server hosting the Auction Engine. It shall be the endeavor of "Service Provider" to ensure that the Server Time reflects as closely as possible the Indian Standard Time (IST) i.e. GMT + 0530 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Auction Engine (Launch, operation, and closure) would be guided by the Server Time. Customers are advised to refresh both the windows of the Auction Module check the exact Server Time (displayed in both the windows).

Preview Time.

Preview Time refers to the period of time that is provided prior to the commencement of bidding. This is to facilitate approved participants to view the auction details such as item specifications, bidding details and bidding rules. The purpose is also to familiarize participants with the functionality and screens of the auction mechanism. It is not mandatory for "Service Provider" to provide Preview Time.

Start Time.

Start time refers to the time of commencement of the conduct of the online auction. It signals the commencement of the Price Discovery process through competitive bidding.

Duration of the Auction.

It refers to the length of time the price discovery process is allowed to continue by accepting bids from competing customers. The duration of the auction would normally be for a pre-specified period of time. However, the bidding rules may state the conditions when the pre-specified duration may be curtailed/extended. The conditions include:

- Curtailment of auction duration in the event of no bids for a specified period of time (Inactivity Time)
- Automatic extension in the event of bids being entered towards the end of the scheduled duration to facilitate the other customers to view and react to the bid.

Auto Extension of the Auction Timings.

In the event of bids in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are placed for the specified period (Engine remains inactive for the specified period). The Inactivity Time for Auto Extension purpose is normally X minutes. "Service Provider" however retains the right to change the same. The Inactivity Time applicable for the particular Online Bid shall be visible to the customers under the Bidding Rules module on the engine.

End of the Auction.

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

Auction Report.

"Service Provider" would provide an Auction Report to the Client containing a summary of the auction proceedings and outcome. The Auction Report would constitute the official communication from "Service Provider" to the client about the outcome of the Auction.

	ANNEXURE		
LETTER OF INTEREST			
TO			
10			
Auction Reference No. :			
Dear Sir,			
(1) We are interested in p	participating in the Online		ified vide your notice no. ed Online forward Auction Notice.
We also agree to abide by all the ins Regulations governed in Conduct of O modified in this online Forward Auction	tructions contained in the above i Online Auction and your Terms and	ndicated Online Forward	Auction notice, General Rules and
(2) We are hereby submitting the appl	licable EMD of Rs		
(Rupees	only) as per follo	wing details	
in favour of "	" paya	ble at "	" for participating in
the above online forward auction.			
Details of EMD is as under: DD/ PO No.			
DD/ PO Date Name of Issuing Bank and Branch			
Amount (Rs.)			
(3) We agree to offer our best bid in the	he Auction process and hold the sa	me valid for 5 (Five) days f	rom the date of Auction.
(4) We are providing the following det	ails of ourselves in connection wit	n the above Online Forwar	d Auction.
Name of the Company : _			
Company Address : _		·	
_			
_			
_	Pin		

Name of the Contact Person	:
Contact Telephone Nos	:
Mobile No	:
FAX No.	:
PAN Details	:
TIN Details	:
Bank Name Branch Address	:
Bank A/C No and Type	:
e-mail Particulars	:
Yours Faithfully, Signature of authorized Person	with Seal
M/s	with seal
Place	
Date	