

Auction Catalogue
Auction conducted by mjunction services ltd
SALE OF Industrial By-Products Management Division (IBMD) MATERIALS OF TATA STEEL Ex Jsr – Zinc Scrap /Dec'14
being sold on **AS-IS-WHERE-IS** AND **"NO-COMPLAINT"** BASIS

Mandate Number:	TS 142 MT/10
Seller:	Tata Steel Limited
Auction website:	auction.metaljunction.com
e-Auction Date & Time:	17th Dec'14 at 12.30 PM
Inspection Date & Time:	16 th Dec'14 at 10.30 AM
Contact Details:	<p>Contact person for Inspection : K.M.Singh—09771434248</p> <p>Mjunction Ltd: Sangeeta Roy - 033 6610 6256</p> <p>Auction Room No's: 033 - 66031760-61, 033 - 66031763-72, 033 - 44091760-61, 033 - 44091763-72</p> <p><u>CONTACT DETAILS FOR TATA STEEL POST SALES MNGT SYSTEM AT MJUNCTION</u></p> <p>Anamul Haque - 033 -6610 6029 / 91633 48182</p> <p>E Mail - mjbpo.group@mjunction.in</p> <p>Money Receipt Section - 033 -6610 6077 / 033 -4409 1807 / 033 -4409 1805 / 033 -4409 1877</p> <p>Delivery Order Section: - 033 -44091806 / 033 -4409 1878 / 033 -4409 1883</p> <p>Refund Section: - 033 -6610 6418 / 033 -4409 1875</p> <p>Confirmation Section: - 033 -6610 6326 / 033 -4409 1804</p> <p>CST Section: -033 -4409 1803 / 033 -6610 6048</p> <p>TCS Section: - 033 -6610 6326</p> <p>Customer Communication & Central helpdesk: 033 -6610 6004 / 91633 48290</p> <p>Demand Note/Disablement/Deviation Mngt: 033 -6610 6030</p> <p>BPO Accounts: - 033 -4409 1809</p> <p>BPO Jamshedpur: - 0657 651 9985 / 8873002784 / 0657 651 9990 / 8873002755</p> <p>For Any unresolved Issues at mjunction Jamshedpur : Vikram Prasad (8873002765, Vikram.prasad@mjunction.in)</p> <p>For Any unresolved Issues beyond two (02) days mail to :</p> <p>mjunction : Madhurendra Kumar - (09771475240 , madhurendra.kumar@mjunction.in)</p> <p>Copy to Mjunction : Anup Jagnania - anup.jagnania@mjunction.in</p> <p>Deepak Bhattacharyya - deepak.bhattacharyya@mjunction.in</p> <p>For Commercial Issue : Sarthak Khare - sarthak.khare@tatasteel.com</p>

CCO Contact Details	Praveen Kumar – Ghaziabad -9717010458 Nirmal Ghosh – Faridabad -9958001157 Harjinder Singh – Ludhiana - 9216960169 Vikas Sonkar – Kanpur –09794002333 Kamlesh Ghode – Bhillai -9009777860 K M Singh – Jamshedpur -9771434248 Susant Das – Kolkata - 9163348229 Sanjoy Singha – Howrah - 9163348269 Somnath Mukherjee – Rourkela -9937065924 Rajan Pandey – Bokaro -8873036025 Vishwanath Pandey – Mumbai -7738021128 Rajesh Addakula – Mumbai - 9004797513 S Raghavendra – Chennai - 9840935953 M Raghavendra – Hyderabad - 8008666855 Ravi Uppu – Bangalore - 09741355588
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A.: Material details :

LOT NO	MATERIAL	QUANTITY (MT)	E.D.+ (Cess extra)	VAT	TCS	LOADING OPTION	Auction Type	Location
TZN/1712/01	Zinc Dust Ash	30 MT	12%	5 %	NA	Self	YANKEE	MRD Copper Godown

Quantity mentioned above is indicative.

B: Payment and Lifting Schedule:

PAYMENT SCHEDULE (from date of Lot Confirmation)			LIFTING SCHEDULE (No. of working Days from the date of Delivery order)
Lot No.	EMD (in working days)	Installment (in working days)	Lifting Days
All Lots	10% of the lot value within 2 (two) Working days from the date of Lot	4 Working days	4

	confirmation		
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1. Requirements of participation:

1.1 Registration: Before participation in the e-Auction, a prospective bidder shall be required to get registered with mjunction services limited. For details visit www.auction.metaljunction.com

1.2 Documentation: The following documents need to be submitted by the bidder interested for participating in the e-Auction to mjunction services limited prior to the date of the e-Auction.

- Letter of Interest duly signed and stamped by bidder.
- Each page of the Terms & Conditions to be signed and stamped by the buyer and to be submitted to Mjunction Services Limited.
- Bidders are requested to submit copies of their SOL's before participating in the e Auction.

1.3 Security Deposit: Non-Interest bearing security deposit of Rs. 50000 (Rupees Fifty Thousand only) through Online Payment only : Details as under :

- Beneficiary Name: MJUNCTION SERVICES LIMITED, Beneficiary Bank name: HDFC BANK LTD, Bank Address: 2/6, Sarat Bose Road, Central Plaza; Kolkata - 700020, Beneficiary Account Number: 00140310003480, RTGS/NEFT IFSC: HDFC0000014, MICR NO.: 700240003

2. Inspection registration & policy :

All parties to send their request for registration of inspection through e-mail to Mr. K.M Singh (km.singh@mjunction.in), with a copy to Vikram Prasad (vikram.prasad@mjunction.in), one day prior to the date of inspection or register themselves by visiting MJ JSR office physically between 9:00AM to 9:30AM on the day of inspection and get their names registered for making gate pass. No one will be entertained beyond 9.30 AM.

(Mail request should contain – Person Name, Firm Name, Mobile No. & Name of the Auction)

Customers are advised to ensure that they inspect the materials on offer on the scheduled date as mentioned in the catalogue, before participating in the auction. It is Reiterated that all materials are offered / sold by Tata Steel on “AS-IS-WHERE-IS” and “NO-COMPLAINTS” basis and no complaint what so ever shall be entertained regarding the quality of materials after the sale. Further, TATA Steel would not accept any claim from any customer for non-inspection of materials”

(All interested parties are to report at MJ JSR Office between 9.00 am to 9.30 am) (All are required to bring safety Goggles, Safety Helmet & Safety Shoes. Without the safety equipment's no one will be allowed to inspect the material)

Only registered customers / bidders / representatives of firms shall be allowed for inspection of materials, subject to their fulfilling the safety requirement of the steel works.

Note: Taking photographs of the material is strictly prohibited

3. Bidding modalities:

3.1 Price Bid Basis: In Indian Rupees as per unit of measurement as given in Material List. Price to be quoted is basic, ex- location exclusive of excise duty, Sales tax and any other statutory levies.

3.2 Bid Increment : Rs 100/- (Rupees one hundred only)

3.3 Type of Auction: Yankee (For Yankee lot initial bid of 10 MT with increments in 10 MT)

3.4 Bid Validity : Bid shall be valid for six working days from the date of auction.

3.5 Bid Duration : 60 Minutes

4. **Taxes & duties:**

4.1 VAT / Sales Tax : As applicable on the date of invoicing

4.2 Excise Duty : As applicable on the date of invoicing

4.3 TCS : As applicable on the date of invoicing

4.4 CST: The differential CST of 3% has to be made separately and deposited along with EMD. The same will be refunded after receiving complete endorsed C form. CST 3% security deposit is to be made available at mjunction Kolkata / Jamshedpur office on or before the due date of EMD payment. Mode of payment of CST security deposit are:

- In form of demand draft in favor of “MJUNCTION SERVICES LIMITED” Payable at Kolkata.
- NEFT & bank deposit facility is available for CST security submission. Details available online (INTIMATION tab) Call 9163348082 for queries.
Beneficiary Name: MJUNCTION SERVICES LIMITED, Beneficiary Bank name: HDFC BANK LTD, Bank Address: 2/6, Sarat Bose Road, Central Plaza; Kolkata - 700020, Beneficiary Account Number: 00140310004118, RTGS/NEFT IFSC: HDFC0000014, MICR NO.: 700240003.
- Bank Guarantee is also accepted in lieu of differential CST deposit. For details please contact **Anamul Haque: 91633 48182** of MJ office, Kolkata

4.5 Any change in Excise duty, taxes and levies applicable at the time of lifting shall be applicable.

4.6 Charge of Sales Tax (VAT/CST) and issue of Statutory Forms – please refer to annexure 1

5. **Payment terms & conditions :**

5.1 **Payments:**

- **EMD & Installment payments shall be accepted only by RTGS/NEFT.**
For details please contact 033-44091801

5.2 **EMD: 10% of the lot value. This will be adjusted against the payment due for the last installment. No extension will be provided for the payment of EMD.**

5.3 **Payment through RTGS Mode: Two days additional grace period with Delayed Payment Charges (DPC) @ Rs. 0.05 per Rs 100 per day**
Additional grace period is not applicable for EMD payment

5.4 **Only Sundays are excluded for counting purpose for payment schedule.**

5.5 **In the event of Non-Receipt of Payment within the stipulated period of Payment, the Sale Offer for the approved Lot shall stand withdrawn automatically.**

5.6 **TIN of TSL : 20251001839**

6. Lifting terms & conditions:

6.1 DOs shall be handed over to authorized representatives of bidders on receipt of payment.

Lifting date is calculated from the next day of DO Release date.

6.2 Loading Charges: As applicable.

6.3 Loading Time: 8 AM to 5 PM

Loading shall be given strictly as per the statutory norms & safety norms of Tata Steel Ltd.

6.4 Lifting with Ground Rent: Lifting along with ground rent will be allowed up to Four (04) working days from the last date of lifting period. Ground Rent will be calculated on balance unlifted quantity @ 05 paise per Rs 100 per day.

6.5 DO validity can be extended Only ONCE against each Delivery Order upto a maximum of 4 days from last date of original validity period of the DO ,subject to receipt of GR Payment through DD/Pay Order by 01.00 PM on the first working day after the expiry of the Original validity period of DO. Kindly note that all the Delivery Orders (DO) which meet the Lot Closure Norms shall be closed within one day from the date of expiry of original Delivery Order (DO) validity.

6.6 Additional lifting days for advance payment of installment - If the installment payment is made in advance, then additional lifting days (equal to the number of days payment made in advance) would be given. This would not be applicable for EMD payment

6.7 Suitable extension of due date for payment and lifting will be accorded in case of any eventualities like Strike/ Bundh / Special restriction on vehicular movement imposed by the local Admn. Etc

6.8 All customers to note that presentation of following set of documents to TATA STEEL authorities is COMPULSORY at the time of reporting of vehicles at TSL designated Gate for entry of Customer trucks/vehicles.

- a. Driving License of driver,
- b. Registration Card,
- c. Commercial Certificate,
- d. Fitness Certificate of Vehicle,
- e. Re-registration for vehicles older than 15 years
- f. Insurance

The checklist form will be filled in at TSL designated Gate for entry of Customer trucks/vehicles before entry of vehicle.

7 Penalties:

7.1 The following penalties shall be applicable in the eventuality of a buyer defaulting in making the payment of EMD (wherever applicable) or first(Single)installment, as per the stipulated schedule for each lot, in a financial year:-

- In the first instance, a penalty of Rs. 50,000/- (Rupees Fifty Thousand only) shall be recovered from the customer.
- In the second instance, a penalty of Rs. 100,000/- (Rupees One Lakh only) shall be recovered from the customer.
- In the third, and any subsequent instance, a penalty of Rs. 150,000/- (Rupees One Lakh and Fifty Thousand only) shall be recovered and the customer shall be debarred from participating in any auction for a period of three months from the date of debarment.

In the event of any default, the customer's user id will be disabled and the customer will be blocked from participating in any auction of TSL with immediate effect.

The defaulting customer shall be allowed 06 (six) working days to deposit the penalty as mentioned above. In case the penalty is not received within the stipulated period, the customer's security deposit shall be forfeited, and the defaulting customer shall be debarred from participating in any auction of TSL.

7.2 If, after making payment of EMD (wherever applicable), the installment payment/s are not made by the customer as per the stipulated schedule for each lot, the entire EMD amount against such lot shall be forfeited.

7.3 In case of non- lifting of full lot quantity after making full payment, a penalty equivalent to 20% of the material value for the un-lifted quantity against each lot shall be recovered from the customer.

7.4 Penalty for dishonor of cheques:

In case of dishonor of a payment instrument deposited by a customer for any reason whatsoever, the following shall be recovered from the customer:-

- Rs 1000/- (Rupees one thousand in form of Demand Draft) towards bankers charges per instrument.
- Delayed payment charges @ 5 paise per Rs 100/- per day for the period of delay beyond the due date.
- Penalty @ 1% of the dishonoured amount, subject to a maximum of Rs. 25000/- (Rupees Twenty Five Thousand Only) per dishonored instrument

In case of non- compliance by the bidder the penalties as given in clause no. 7.1 shall be applicable.

7.5 Penalty for dishonor of cheques submitted for CST payment :

In case of dishonor of a payment instrument deposited by a customer for any reason whatsoever, the following shall be recovered from the customer:-

- Rs 1000/- (Rupees one thousand in form of Demand Draft) towards bankers charges per instrument.

8 Lot closure norms : For Lot Closure, the tolerance would be 5% OR 1MT whichever is lower, **At sellers option**

9 Refund :

9.8 Tata Steel shall endeavor to issue the refund cheque for the balance amount, if any, to the customer within 7 (seven) working days from the date of closure of DO (Delivery Order). Else, the customer is entitled to claim Delayed Refund Charges (DRC) @ 12% per annum for the period of delay beyond seven working days as aforementioned.

Such DRC shall be payable only against a written claim, to be submitted by the customer to MJ within one month from the date of refund cheque.

9.9 MJ undertakes to refund the security deposit collected against concessional CST within 7 working days of receipt of duly endorsed C Forms complete in all respects, failing which MJ shall pay Delayed Refund Charges (DRC) to the customer @ 12% p.a. for the delayed period.

Such DRC shall be payable only against a written claim, to be submitted by the customer to MJ within 1 month from the date of receipt of such refund.

10 Complaints: Complaints, if any, with regard to any transaction, shall have to be lodged by the buyer within three months from the date of last invoice. No complaint shall be entertained thereafter, under any circumstances. **Customers can log their complaints at fsc@mjunction.in**

11 Jurisdiction: Any dispute arising out of any contract shall be decided in Jamshedpur by the courts in Jamshedpur and by no other courts. The courts in Jamshedpur shall have exclusive jurisdiction to adjudicate upon any such dispute.

12 General terms & conditions:

12.8 Any dispute on quality of material and bid cancellation shall not be entertained at any point after the auction.

12.9 Materials shall be sold on “as is where is basis” and “no complain basis” for all lots.

12.10 Lot transfer will not be allowed. Payment and invoicing has to be done in the name of the H1 bidder, subject to the prices being approved.

12.11 Material purchased should be the only material being lifted from the designated location. Tata Steel has the right to check any vehicle at any moment of time.

If material lifted differs from the material that is purchased by the buyer, and then the buyer/authorised representative will be permanently debarred. Also Tata Steel can take any penal action against the buyer/authorised representative. All the material loaded in the vehicle is to be covered in order to follow the safety compliance of Tata Steel works. If the safety compliance is not followed then Tata Steel can penalize the buyer/authorised representative as deemed fit.

12.12 These terms and conditions as stated above supercede the relevant terms & conditions that are given in Tata Steel secondary general terms and conditions. The terms & conditions not covered above will be as per Tata Steel’s Secondary General Terms and Conditions w.e.f 1.4.2005.

USE OF HYDRA CRANES BY CUSTOMERS IN ANY PREMISES/LOCATION /STOCKYARDS OF TATA STEEL AND ITS VENDORS/CONSIGNMENT AGENTS' PREMISES IS BANNED.

13 Standard terms and conditions:

13.8 Customers must submit the following documents for participating in non-ferrous materials auction:

13.9 The ministry of environment & forests in order to regulate the re-use / processing of recyclable waste has issued a notification that with the effect from 31.12.99 the buyer of non-ferrous items must be covered by the following:

13.9.1 Only such units who are actual users and are enlisted with the ministry of environment & forests shall be allowed to participate in auctions by public/private and government organisations

13.9.2 Traders shall not be allowed to participate in such auctions

13.9.3 Actual users who are reusing/re-processing the hazardous waste as raw material in their industrial units and process:

13.9.3.1 Valid consent under water prevention and control of pollution act 1974

13.9.3.2 Valid consent under air prevention and control of pollution act 1981

13.9.3.3 Valid authorisation under hazardous waste management & handling rules 1989

13.9.3.4 Comply with standards notified under the environment protection act 1986 shall be eligible for enlistment with the ministry of environment & forests as actual users

13 Compliance to safety norms

- 13.1 Authorized persons (of the customer) involved in lifting of the materials will be allowed only with Personal Protective Equipments (PPE) i.e. Safety Shoes, Safety Helmet, Safety Goggles, Fluorescent Jacket and Hand Gloves. No "people movement" shall be allowed at the time of loading/delivery of materials from the yards. Tata Steel will not be responsible for any delays arising out of Non- Compliance to the Safety Norms.
- 13.2 In addition to earlier safety norms , the following would be compulsory w.e.f 15th June '2014 :
The drivers of the vehicle must have the eye test certificate. The frequency of the testing would be as below :
1. If the age of the person is less than 45 years - Once in a year
 2. If the age of the person is 45 years or more , the testing is required to be done once in every 6 months
- Please ensure to comply with the safety norms

4	Service Brake
5	Parking Brake
6	Seat Belt
7	Head Light
8	Parking Light
9	Blinker
10	Horn
11	Reverse Alarm
12	Wiper
13	Windshield Glass
14	Air Pressure Min. 7 Kg/Cm ²
15	Run Under Protection Guard as per TSL standard
16	Side under Protection Guard as per TSL standard
17	Tyre Condition (Tread Depth, Cut Mark etc.)
18	Any Oil Leakage from the vehicle
19	Physical condition of Dallah
20	Availability of scotch block
21	Buzzer with side indicator
22	Driver's eye examination report

Legal Documents to be checked:

SI No.	Documents to be Checked
1	RC Book
2	Insurance
3	Pollution
4	Driving licence
5	Fitness for more than 15 years old vehicle
6	NOC for outside vehicles

Annexure - 1

Charge of Sales Tax (VAT / CST) and issue of Statutory Forms

1. The applicability of Sales tax (VAT/ CST) is determined on the basis of the **destination state** where the goods are being shipped to.
(For instance goods shipped to within Jharkhand would attract VAT even though the SOLD-TO customer is registered outside Jharkhand. Similarly in case of goods being shipped to outside Jharkhand, CST would be chargeable even if the SOLD-TO customer is from within the state of Jharkhand)
2. C Form against concessional inter-state sales would be issued **only** by the SOLD-TO customer. Under no circumstances, the Form issued by SHIP-TO customer would be accepted
3. E1 form would be issued **only** to the SOLD-TO customer against submission of C Form by the same. Under no circumstances, the Form would be issued to SHIP-TO customer.
4. JVAT404 Form for local sales tax (VAT) would be issued **only** to the SOLD-TO customer, subject to VAT being charged on the **Tax Invoice**. Under no circumstances, the Form would be issued to SHIP-TO customer.
5. Timelines for submission of Forms / request for issue of Forms (Pt. 2-4, above) would be as below:
 - a. **Submission of C Form:** All C Forms against concessional inter-state sales must be submitted by the customers (complete in all aspects) and received at MJ office for every quarter by the last day of the subsequent quarter (except for the E1 customers wherein it has to be submitted within 60 days from the end of the quarter , so that E1 form can be issued well in time).
In case of non-receipt of C form as aforesaid; Debit Notes for the differential tax would be raised in the following month, after the end of succeeding respective quarter.
 - a. **Request for issue of E1 Form: Customers eligible for issue of E1 Forms, are required to provide Quarterly E1 transaction details in the specified format, on or before the 5th working day of the subsequent month.**
Requisite documents alongwith the enclosures should be submitted within 60 days of the end of the quarter . This shall be entertained subject to receipt of C Forms along with correct endorsement as mentioned above.
Any requests / applications / details / documents (as mentioned above), received beyond the above timelines shall not be accepted or processed under any circumstances.
 - b. **Application for JVAT404:** All applications for JVAT404 from eligible customers need to be received at MJ office within 2 month from the end of the financial year. Any application received beyond this point shall not be entertained under any circumstances.

METHODOLOGY FOR ALLOCATION OF QUANTITY IN YANKEE BIDDING

Allocation is carried out by the e-Sale software on following basis:

- a. First preference is given to highest bid price
- b. If two or more parties bid the same price then preference for allocation is given to party that placed the bid for a higher quantity.
- c. In case two or more parties bid the same price and quantity, then preference is given to the party that placed the bid earlier.

The above is illustrated below for tonnage wise bidding.

Assume that the total quantity available is 800 mt. and customers bid for certain quantity (in MT) at a certain price as illustrated in following table (minimum bid quantity is assumed as 200 MT= 1 UNIT):

Bidder	Bid Time (Hr.: Min.)	Bid Quantity in Units (200MT= 1UNIT)	Bid Price (Rs/Unit)	Allocated Qty. In Units (200MT = 1 UNIT)
B	9.40	1	15000	1
F	9.39	2	14800	2
D	9.36	1	14800	0
A	9.32	1	14800	1
E	9.34	1	14800	0
C	9.30	2	14750	0

Explanation for the Allocation of Quantity

- Bidder B is the highest bidder @ Rs.15000/MT, hence the system allocates his bided quantity i.e., 200 mt = 1 Unit
- There are 4 bidders @ Rs.14800/Mt.
 - Since bidder F's bid was for 400 MT (2 Unit) (Highest at Rs.14800/MT) the system allocates his bid quantity in full.
 - Since bidder A placed his bid earlier than bidder D & bidder E i.e. 9.32 Hrs hence the software gives first preference to Bidder A
 - and allocates bidder A the available quantity (i.e. 200 MT = 1 Unit) first.
- Since, all the quantity is exhausted at higher bid price than Rs.14750/MT, therefore no quantity is allocated to Bidder C. If Bidder C wants to win any quantity then he has to place bid in terms of higher price and/or greater quantity.