

METAL JUNCTION
ONLINE FORWARD AUCTION SALE
of MOEF E-Waste DG Set & Infra Items available at Patna & Jamshedpur
"Tata Teleservices Ltd"
VJ TTSL/Dec/14-15/06

Auction Date & Time : 19th Dec at 3:00pm

Inspection Date : From 10th Dec to 18th Dec

Inspection time : Between 10am to 4pm (except Sat & Sun) with prior appointment.

Last Date of EMD Submission : 19th Dec by 12:00 pm.

Auction Engine: : www.metaljunction.com

Pre-bid Deposit Amount : As mentioned in the material list in favour of Mjunction Services Ltd. EMD is to be paid through RTGS. Bank detail of Mjunction is as below:

Mjunction Services Limited
HDFC Bank Ltd.
2/6 Sarat Bose Road, Kol-20.
A/c. no. : 00140310003480
IFSC code: HDFC0000014

Location Address & Contact Details of TTSL : As mentioned below.

PATNA WAREHOUSE ADDRESS:-

Tata Teleservices Ltd,
Near Govt. Transport Nagar, Gandhi Setu Marg
Near Zero Mile, Beside Shubham Parivahan
Transport, Patna - 800007
Contact- Zishan Ahmad (07654092060)

JAMSHEDPUR WAREHOUSE ADDRESS:-

TATA TELESERVICES LIMITED,
C/O DRIVE INDIA ENTERPRISES SOLUTION LTD,

C/O Jay Mata Di Logistics, Khata No. 157,
Plot No. 929, 31-34-35, Phase III, Adityapur Ind.
Area, Dist - Saraikela Kharsawan, Jharkhand -831013 (Mr.Amit Kumar-7209309472)

Mjunction :

Mr. Snehajit Das : 08584008243
E-mail: snehajit.das@mjunction.in

Valuejunction a business unit of mjunction services limited is pleased to be selected by Tata Teleservices 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 www.valuejunction.in/www.metaljunction.com or get in touch with our representatives mentioned above.

Participation Terms: Pre Bid Deposit of as mentioned in the material list (refundable). This Pre Bid Deposit will be refunded to the unsuccessful customers on the basis of written requests from the Customers.

Along with the EMD amount the customer has to submit the following documents:

- Letter of Interest (Annexure-A) duly signed & stamped by the bidder on the company's letter head.
- Each page of the Terms & Conditions to be signed and stamped by the bidder and to be submitted to Mjunction Services Limited.
- MOEF license (scanned copy) for MOEF Lots.

The pre-bid EMD of H1 buyer shall be retained till completion of lifting.

Payment Terms: Complete payment including taxes & duties is to be deposited with "TATA TELESERVICES LTD" within 3 working days from the date of bid acceptance. Bank detail of TTSL will be provided to the winning customer. It is also clarified that Client will continue to have lien over the material till the full payment is received *from the winning Customer*.

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 TELESERVICES LTD would not be liable for taxes in any manner, whatsoever*. Applicable taxes and duties are indicated against each lot in the material list.

Lifting Terms:

Lifting can start only after payment of 100% payment. Lifting shall have to be completed within 7 days of bid acceptance.

The lifting will be under the *supervision and* direction of concerned *official of TATA TELESERVICES 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 TELESERVICES LTD, shall not be liable for the same in any manner*.

Bid Validity: The bids quoted in on line auction *procedure of mjunction* will be valid for a period of **10 working days** from the date of closure of the Online Auction.

Bid Acceptance: TTSL reserves the right to reject any and / or all bids including highest quoted bid without assigning any reason.

Special Note: Sale is subject to the rules to be complied with the Department of Telecommunications (DoT) – WPC Wing.

Forfeiture: Non-payment of material value or non-lifting within stipulated time will result in forfeiture of Earnest money Deposit.

Extension in Payment & Lifting Time: The Winning customers willing to avail of the same will have to take prior approval from the concerned authorities of M/s TATA TELESERVICES LTD, on the same. Such extensions will be allowed subject to payment of late fees @ ½% per day of the outstanding amount for the period of delay. The maximum extension allowed for such cases will be limited to *initially* a maximum period of seven (7) working days from the last date of payment/lifting *thereafter it may be allowed at the total discretion of the concerned authorities and the winning customer shall any right to claim any further extension in any manner and for whatsoever reasons*.

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 TELESERVICES LTD, for issues pertaining to **TATA TELESERVICES LTD**. The award of the Arbitrator shall be final, binding and conclusive on the *parties hereto*. The venue for arbitration shall be Mumbai. 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*.

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

INTRODUCTION:

This Online Forward Auction is being conducted for

TATA TELE SERVICES LTD **existing within the meaning of Companies Act, 1956** having its registered office at Voltas Premises, T.B. Kadam Marg, Chinchpokali, Mumbai 400 033 (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, Kolkata 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 Tele Services Ltd. by Online Auction is a pre-requisite for securing participation of each Customer in the Online Auctions.**

The key terms pertaining to the online Forward Auctions are provided in the “Annexure-1”. 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
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 Teleservices Ltd.” 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.

OR

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.

Signed in acceptance of the above terms and conditions**Name:****Signature****Designation of signatory****Date****Place****Telephone / FAX no.** _____

Annexure-1

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 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

MATERIAL LIST

Lot No.	Category	Location	Material Description	Qty	Approx Weight (Kg)	EMD in Rs.
1	E-Waste Scrap	Jamshedpur Warehouse	ANNTENA 340/340E	100	3	10,000/-
			ANNTENA 350 T(B)	13	0.4	
			FAULTY CLI PHONE	145	90	
			NIU Antenna	In Box	6	
			NIU Adaptor	In Box	22	
			NIU Receiver/Handset	In Box	0.5	
			NIU Battery	In Box	1	
			PCO Battery	48	92	
	DG Scrap		DG SET -5 KVA	1	NA	
2	E-Waste Scrap	Patna Warehouse	PTBU-Omni 4 dBi Antenna	564	315.7	10,000/-
			Phone Book Device-SIM Copier-Gemalto	1	0.0005	
			PCO Battery	32	139.7	
			NIU Battery	24	1.16	
			NIU Coil Cord	In Box	6.4	
			NIU Adaptor	In Box	113.84	
			NIU Receiver/Handset	In Box	52.5	
			NIU Antenna	In Box	4.96	
			NIU Battery	In Box	2.41	
			C2 Walky-FCR Migration	5	1.33	
			Demo Blackberry 8830	1	0.09	
3	DG Scrap	Patna Warehouse	DG SET -5 KVA	1	NA	10,000/-
			DG SET : 320 KVA	1	NA	
			DG Set - 82.5 KVA	1	NA	
4	Infra Material	Patna Warehouse	SHELTER : 3.6x2.4x2.7 M	4 Nos	NA	10,000/-
			Templates	3.202 Ton approx	NA	
			Poles & Cable trays	177 Nos	NA	
			600 MM CABLE TRAY	4 Nos	NA	

• Interested bidders have to submit MOEF licence of E-waste Recyclers for LOT 1 & 2. Vendors for DG set should submit declaration to “re-use” DG set.

Bid Basis:- All bids are to be placed in Rs/Lot basis.

- All the items are sold on "As Is Where Is" and "No Complain" basis. All customers are requested to inspect material prior to placing bid in the online platform in order to avoid future discrepancy.
- Lifting should be completed within 7 working days after approval.

Taxes and Duties:

Location	VAT/CST
Bihar	13.50%
Jharkhand	14%

Annexure-A

LETTER OF INTEREST

To
Client

THROUGH: mjunction Services Ltd

Dear Sir,

(1) We _____ are interested in participating in the Online Forward Auction notified vide your notice under reference no. _____ dated _____.

(2) We agree that the category wise prices quoted here may be extended to sale of quantities of similar categories available from other modules. The discretion of awarding the other modules rests solely with the client.

(3) We are hereby submitting EMD in favour of **“mjunction services ltd”** through RTGS to your a/c for participating in the above mentioned Online Forward Auction. Details of the submitted EMD are as follows.

UTR No _____

Bank Name _____

Bank Branch _____

Amount _____

(4) I/We are providing the following details to you:-

NAME & ADDRESS OF THE FIRM: _____

1. Bidder ID
2. SAPID
3. Name of the Contact Person on our behalf
4. Our contact Telephone No
5. Our contact FAX No
6. Our contact e-mail Particulars
7. Other documents required by client, If any

Yours faithfully,

Signature of Authorised Signatory

(Name of the person signing)

Date: For M/S _____ Place:

(With Company's Seal)