

Auction Catalogue
Auction conducted by mjunction services ltd
SALE OF SECONDARY PRODUCTS MATERIALS OF Essar Steel India Ltd
being sold on “AS IS WHERE IS AND NO
COMPLAINT BASIS”

Mandate Number:	TS142-95454
Seller:	Essar Steel India Ltd Pre coated Facility, Sanaswadi ,Pune
Auction website:	auction.metaljunction.com
Auction Type:	English No ties
e-Auction Date & Time:	FA-07 Dt. 23rd Jan-15, Time -12 PM
Inspection Date & Time:	Any day before auction with prior appointment with mjunction services as per contact details mentioned below Online EMD deposit of 20,000/-. Last Date for EMD Submission is on 23rd Jan-15 by 11 a.m (Customer will be attached on the basis EMD amount showing in account till 11 a.m on 23rd Jan-15.)
EMD Amount & Submission Date :	

Contact Details :		
Essar Steel Pune Facility		
Pune Facility	Contact Person	Contact Details
Pune	Ajay Kulkarni	9158895775
mjunction services limited		
Location	Contact Person	Contact Details
Mumbai / Pune	Vishwanath Pandey / Dharmendra Singh	7738021128 / 9595644336
Faridabad / Bahadurgarh / North India	Pravin Kumar / Nirmal Ghosh	09717010458 / 9958001157
Southern Region	S Raghavendra	9840935953
Western Region/Gujarat	Javed Islam	08584008178
Northern Region	Devasish Jha	08584008179
Kolkata	Snehasish Bannerjee	9163348145

A.: Material details Quantity mentioned above is indicative (+/-10% variance)

S. No.	Product Name	Auction qty (On stock basis)	Remarks
1	HR End Cuts	30	
2	CR Trimming Belled	50	
3	Packing Scrap CPPL	25	
4	CRCA Sheet Cut below & Above 3 Ft	30	
7	GPCC Sheet Cuts Below & Above 3 ft Including Stitches and Welded sheet	150	150MT qty to be lifted before 5th Feb
8	GPCC Sheet Cuts Below & Above 3 ft Including Stitches and Welded sheet	150	150MT qty to be lifted before 5th Feb

Note – Lot 5 – Half Coated Coil & Lot 6 - CRFH Small Coil (has been withdrawn from the list)

*Material is offered on “AS-IS WHERE- IS” and “NO-COMPLAINT” BASIS. The offer is subject to availability of material at ESPF.

Pls note: The materials should be delivered on a first come first serve basis to avoid lifting confusion

Material Inspection notes – Customers are requested do the material inspection before the auction and check whether the material description mentioned in the catalogue is matching (in case of mismatch customers should inform us for correction before the auction) with actual material at site. After auction “No complain” would be entertained regarding material description/quality etc.

Following Mandatory documents required for participation in Zinc Dross (Top/Bottom) and Used Oil lots –

- 1. Valid MPCB/State Pollution Control Board consent authorized for zinc dross process.**
- 2. Form 13 (Manifest) – Duly stamped and authorised signature.**
- 3. CPCB consent/authorisation & Pass book.**

Customers has to send soft copies in advance to dharmendra.singh@mjunction.in and snehasish.banerjee@mjunction.in for verification.

For Used Oil lot – Customer has to arrange their own empty oil drums for filling/loading and transportation.

TAX & Duties :

VAT / CST - As Applicable

C-Form - For Interstate sales CST will be 2% against "C" form otherwise full CST will be charged. "C" form is to be deposited with the respective Service Centre.

ED - As Applicable on all the above mentioned lots including "PACKING SCRAP".

TCS - Not Applicable

Service Tax Registration – All customers interested in the auction participation should have Service Tax Registration , in case of NO Service Tax Registration, customer has to give declaration as per the following format-

To,

M/s .Essar Steel India Ltd.,

Precoated Facility,'

Gat No.740, Sanaswadi,

Pune.

DECLARATION IN REGARD TO SERVICE TAX

As per applicable at the time of dispatch and in customer scope., transactions and payment of freight

To the transporter are within the scope of buyer. Service Tax on freight, wherever applicable

Is the responsibility of the buyer and it is implied that buyer is duly registered with service tax dept.,

And are discharging service tax liability for with ESSAR absolves any responsibility or liability for

Nonpayment of service tax or any statutory obligations in the regards,

For.....

Authorized Sign.

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

B: Payment and Lifting Schedule:

1. 100% stock Payment to be deposited within 2 days of lot approval.
2. Stock material to be lifted within 7 days from the date of lot approval.
3. As soon as the arising stock accumulated to 10MT or more, customer has to lift within 2 days after payment deposit.
4. 100% material (Stock + Arising) to be lifted by 5th Feb-15.
5. Customer should not do any pick and choose during lifting and ensure ZERO ground (Site to clear).

EMD & 20% material value of the unlifted quantity may be forfeited and customer may be debarred from participating in all future auctions failing to abide to the payment & lifting schedule as indicated above.

Note: a) For CST Sales, C forms to be deposited in advance else amount for full tax would be required to be deposited.

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 auction.metaljunction.com

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

- ***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 & stamped. Fax to 03366011719 or scan & e-Mail to snehasish.banerjee@mjunction.in, javed.islam@mjunction.in, devasish.jha@mjunction.in***
- Bidders are requested to submit copies of their SOI's before participating in the e Auction.

1.3 Earnest Money Deposit (EMD): Non-Interest bearing security deposit of Rs.20000.00 (Rupees Twenty Thousand only for all lots and all locations) to be deposited through RTGS/NEFT in the account details mentioned below.

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 : snehasish.banerjee@mjunction.in, javed.islam@mjunction.in, devasish.jha@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.

2. Material Inspection :-

2.1 Customers will be allowed to inspect the material at ESPF up to 22nd Jan'15 (before 5pm) only after prior appointment with Essar/Mjunction officials.

2.2 No customers will be allowed to visit ESPF after the auction.

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 taxes, duties and any other statutory levies.

3.2 Type of Auction: **English no ties.**

Incase of any clarification please contact MJ executives nos. as mentioned in the catalogue.

3.3 Bid Validity: Bid shall be valid for 10 working days from the date of auction.

4. Taxes & duties:

4.1 VAT / CST : As applicable

4.2 Excise Duty : As applicable

4.3 CST: For Interstate sales CST will be 2% against "C" form otherwise full CST will be charged. "C" form is to be deposited with the respective Service Centre

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

4.5 TCS not Applicable

4. Payment terms & conditions :

Payments: All payments in form of **demand draft/ RTGS ONLY**, payable as per details below
[Bank details as follows.](#)

FULL NAME OF THE BENEFICIARY	Essar Steel India Limited
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	KOREGAON BHIMA, GATE NO. 528 PUNE NAGAR HIGHWAY ,AT POST KOREGAON BHIMA,TAL.SHIRUR,PUNE MAHARASTRA
ACCOUNT NUMBER	30939614274
ACCOUNT TYPE	CURRENT A/c.
BENEFICIARY BANK'S IFSC	SBIN0011647

For any payment related issues please contact Mr. Ajay Kulkarni, Mob – 9158895775 (Essar Steel India Ltd) & Mr. Dharmendra Singh , Mob – 9595644336 (mjunction services limited)

5. Lifting and Loading Terms & Conditions

- 5.1 DOs will be handed over by Essar Steel India Steel Ltd to authorized representatives of bidders on receipt of payment.
- 5.2 Loading time – 9 am to 5pm.
- 5.3 Loading Arrangement: Buyer has to engage his own resources i.e. Labours, Hydra, Vehicles to load and transport the material unless Lots are specified for Company loading.
- 5.4 Essar Steel India Ltd. does not give any guarantee for the quantity mentioned in the Notice / Acceptance letter. The above quantity is merely indicative and no claim for compensation / delay or for any shortfall in the quantity shall lie against Essar Steel India Ltd.
- 5.5 **Completion of Lifting: For all Lots successful bidders have to complete the lifting of the allocated lots within 5th Feb 2015.**
- 5.6 **Penalty Clause – a) customer has to ensure entire lot lifting and make ground stock “Zero” within the valid time.
b) 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.**
- 5.7 Loading of material will be done under the supervision of representative/officials of ESSAR STEEL INDIA LTD.
- 5.8 Delivery of material will be done during working hours on all working days on presentation of the delivery order by the purchaser to the authorized person of ESSAR STEEL INDIA LTD who may suspend the deliver for the particular period of time due to any operational/technical reason.
- 5.9 The removal of the material within the stipulated period is not subject to the availability/or otherwise of the labour & such other factors as climate condition & transport etc. which is the responsibility of the purchaser.
- 5.10 No picking, sorting, cutting, cleaning or breaking up of goods of materials sold will be permitted, except in certain special circumstance where prior sanction for

- Such a has been accorded by the Management.
- 5.11 Weighment: ESSAR STEEL INDIA LTD shall arrange for Weighment of the product at their own weigh bridge and such weighment shall be final for all purposes including for payment.
- 5.12 Abandoned goods: The non-lifted material left over will be treated as "Abandoned goods", at the risk and cost of the buyer. The Management will have full right on such 'Abandoned goods' and will be entitled to resell or dispose off the same in any manner it deems fit, without any reference to the purchaser. The buyer will have no claim on materials declared as the 'abandoned goods'

6. Penalties:

- 6.1 In case customer fails to deposit the payment or fails to lift the material (Stock + Arising) within time as mentioned , such lot/lots would be treated as abandoned lot and Essar Steel India Limited would be entitled to resell or dispose off the same in any manner it deems fit, without any reference to the purchaser. The buyer will have no claim on materials declared as the 'abandoned goods'. Essar Steel India Limited shall also forfeit the entire EMD & 20% material value of the unlifted quantity and may also debar such customer in next one or more auctions.

7. Jurisdiction :

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

8. Payment refund process –

Customers applying for payment refund must complete the following requirements –

- 1. Customer must submit the “C” form before applying for the refund payment, without “C” form submission, No refund request will be accepted.**
- 2. Customer to apply the refund request in the following format –**

(Letter to be received from Customer on their letterhead.)

M/s .Essar Steel India Ltd.,
Precoated Facility,'
Gat No.740, Sanaswadi,
Pune.

Date:

Dear Sir/Madam,

Requesting you to refund Customer full and final settlement/payment of Rs.----- through RTGS to be credited in Customer Bank Account, details of which are given below:

Customer Bank Name: _____

Address of Customer Bank _____

Customer Bank Account Number: _____

Customer Bank Branch Name _____

Customer Bank Branch Location: _____

Customer Bank MICR Code: _____

Customer Bank RTGS IFSC Code: _____

Customer Bank NEFT IFSC Code: _____

Type of Account: Current Account / Savings Account

We hereby declare that the particulars given above are correct and complete. If the payments are delayed or not effected due to any reason, we shall not hold Essar Steel Ltd. or the banks responsible for such delays. We hereby authorise Essar Steel Ltd. to make all payments to us by credit to the above bank account.

Customer Code with Essar Steel Ltd. is _____

Essar Marketing Officer Name :- _____

Customer Email Id _____

Customer Contact No. _____

Customer Address _____

Yours Sincerely

For (Customer name)

Authorised Signatory.

BANK CERTIFICATE (Optional)

This is certified that above mentioned detail is correct and we hold the account of said party in Customer Bank.

- 3. Customer must enclose the “C” form receipt copy along with the refund request letter.**
- 4. Essar will only process the refund and release the payment within 45 days from the date of receipt of the complete documents mentioned above.**

PHOTOGRAPHS

NOTE: Photographs of lots are at best indicative only and do not necessarily reflect the actual condition of lots. All bidders are advised to physically inspect the offered lots before participating in the auctions. Essar Steel India Ltd or mjunction services limited shall not be responsible or liable for any error of

judgement or bids put by bidders acting on the basis of these photographs

10. General terms & conditions:

- 10.1 **Any dispute on quality of material and bid cancellation shall not be entertained at any point after the auction.**
- 10.2 Materials shall be sold on “as is where is basis” and :no complaint basis” for all lots.
- 10.3 Lot transfer will not be allowed. Payment and invoicing has to done in the name of the H1 bidder, subject to the prices being approved.
- 10.4 Material purchased should be the only material being lifted from the designated location. Essar Steel India Ltd 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 Essar Steel India Ltd 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 Essar Steel India Steel Ltd. If the safety compliance is not followed then . Essar Steel IndiaLtd can penalize the buyer/authorised representative as deemed fit.
- 10.5 Authorized persons should follow the safety norms in compliance to Essar Steel Ltd.