

**e-Auction event is being conducted by
mjunction services ltd.
PRODUCT CATALOGUE**

FA Ref No.	mj/MMTC/Steel Scrap/2019-20/02
FA Date	26.08.2019
Auction Bidding Page	https://www.metaljunction.com/auction/auctionView
Item Description	Steel Scrap
Item Specifications	PI refer Annexure 1
Quantity & No. of Lots	Steel Scrap 15000 MT (PI refer Annexure 1)
Quantity Tolerance	Quantity may vary to the extent of (+/-) 10%
EMD Amount & Last Date of Submission	Rs. 1,00,000/- per unit 23.08.2019
Auction Start Time	02:00 PM
Bidding Basis	Per MT Basis
Delivery Basis	The cargo shall be delivered (loaded) on to the Lorries/rakes on Ex-Plant (NINL) basis.
Taxes & Duties	GST & Other Charges As Applicable at the time of despatch
Payment Terms	100% basic value plus applicable GST and other statutory taxes, duties etc. within 5 working days from the date of LOA (Letter of Acceptance of Offer).
Mode Of Delivery	Road/Rail
Delivery time	Within 21 days from date of receipt of payment at MMTC
Venue of Inspection	Neelachal Ispat Nigam Limited, Kalinga Nagar Industrial Complex, Duburi, Dist- Jajpur, Odisha.
Inspection Date & Time	Till 24.08.2019 (08:00 hrs. to 16:30 hrs.) except holiday.
Documents Required For Participation	1. Company Registration Certificate 2. Company PAN Card 3. GST registration Certificate 4. Cancelled Cheque
Auction Startegy	Yankee Mode
Contact Persons	For inspection : MMTC Ltd : 1. Mr. Subhasish Maji, (Sr. Manager), MMTC Ltd (94384 23670); smaji@mmtclimited.com 2. Mr Shirshendu Sarkar (Manager), MMTC Ltd (98363 27678), shirshendu@mmtclimited.com 3. Mr Saroj Das, Sr. Manager(SC), NINL(09861064169) , E-mail : sales@ninl.in mjunction Services Ltd. : Diganta Biswas (8584008177) Susant Das (7328820747) Somnath Mukherjee(9937065924) Amarendra Pattnaik (8584008232)

Annexure -1

MATERIAL UNDER E-AUCTION : Steel Scrap

Quantity: Pure Steel 5000 MT (10 Units, each Unit of 500 MT) Pure Steel of IS 2830 (as is where is basis)
Tundish 3000 MT (6 Units, each Unit of 500 MT) Pure Steel of IS 2830 (as is where is basis)
Steel Scrap 7000 MT (14 Units, each Unit of 500 MT) Steel Ladle Skull (as is where is basis)

1. Specifications of Steel Scrap :

<u>Parameters</u>	<u>S</u> <u>i</u>	<u>Mn</u>	<u>S</u>	<u>P</u>	<u>C</u>	<u>Saleable Qty</u>
Specification	0.560 max	1.40% Max	0.045% Max	0.055% Max	0.30Max	15000 MT

Venue of Inspection : Neelachal Ispat Nigam Limited, Kalinga Nagar Industrial Complex, Duburi, Dist- Jajpur, Odisha.

3. **PRICE** : The Price to be quoted per MT on Ex-NINL plant basis, exclusive of GST and other applicable taxes , duties, freight , charges etc. which shall be payable by buyer/s at actuals.

4. **DELIVERY:** The cargo shall be delivered (loaded) on to the Lorries/rakes on Ex-Plant (NINL) basis . The successful bidder shall make efforts for placement of Lorry/rake for movement of the material as soon as possible. The tender quantity may vary to the extent of (+/-) 10%.

In case seller is unable to deliver the cargo within the specified time due to unforeseen administrative reasons, then the seller shall grant suitable extension of delivery period to the buyer without any penalties till the expiry of extended period. In such eventuality, the buyer shall not be entitled to claim any compensation for such delay.

5. **PAYMENT TERMS :**

100% basic value plus applicable GST and other statutory taxes, duties etc. **within 5 working days from the date of Letter of Acceptance (LoA).**

On receipt of full sale value and applicable GST and other statutory taxes, duties etc , as mentioned above and railway freight, wherever applicable, the seller(MMTC) shall issue delivery order to the successful bidder thereby enabling them to lift the material within the period specified in the delivery order.

Payment shall be made directly to “**MMTC Ltd., Kolkata**” through on-line payment/transfer /RTGS mode . The details of payments to be made, bank a/c details , due date of payment etc. shall be mentioned in the **Letter of Acceptance of offer** to be issued by seller(MMTC).

6. **EARNEST MONEY DEPOSIT:** Earnest Money Deposit (EMD) to be deposited with M/s M Junction, directly. **Non-Interest bearing EMD of Rs. 1,00,000/- (Rupees One Lakh Only) per unit through Online Payment only: Details as under:**

Beneficiary Name	MJUNCTION SERVICES LIMITED
Bank Name	HDFC BANK LTD
Branch Name	Sandoz Branch, Mumbai
Account No	Explained below *
IFSC Code	HDFC0000240

Account No:

All the customers will have a unique account number. The unique account number is an alpha numeric code consisting of 13 characters. The Customer's unique "account number" is a combination of the MJ' SAP code along with the 7 digit bidder SAP ID and can be used as reference for all subsequent transactions. The Customer's Account Number detail is available in "Profile" after the customer logs into our website using the user id and password. It is necessary for buyers to register first with mjunction Services Ltd. for unique account no.

In case price of successful bidders are approved by MMTC for sale , **MJunction** shall retain their EMD and return EMD to the unsuccessful bidders . In case the same is/are not approved for sale by MMTC, **MJunction** shall return EMD to all the bidders.

In case of default in making payment as per LOA, EMD shall be forfeited by **MMTC**. On successful completion of the transaction EMD shall be refunded by mjunction to the Buyers after receipt of due confirmation from MMTC.

7. FRAUD PREVENTION POLICY :

- (i) **Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vender(s):** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC (Full text of which is available on MMTC's website at <http://mmtclimited.gov.in> during their participation in the tender process, during the execution of Contract and in any other transaction with MMTC.
- a. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTC's employee(s) any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind, whatsoever, during the tender process or during the execution of the Contract.
- b. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) / Buyer(s)/Vender(s) will not use improperly or allow any employee of MMTC, for purpose of competition or personal gain or pass on to others any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- e. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.
- (ii) **Disqualification from tender process and exclusion from future contracts:** If the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s), before award or during execution has committed a transgression through a violation of “Fraud Prevention Policy” of MMTC in any other form such as to put their reliability or credibility, in question, MMTC, other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) from undertaking any transaction with MMTC and/or declare the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) ineligible to be awarded a Contract either indefinitely or for a stated period of time.
- (iii) **Damages:** If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to Clause (2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent Performance Bank Guarantee.

8. HOLIDAY LISTING POLICY

“Notwithstanding anything contained in this agreement, MMTC’s policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserved the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force”.

9. SPECIAL TERMS & CONDITIONS :

- (a) Complete e-auction catalogue to be hoisted by **Mjunction** on their website. The same shall be hoisted by MMTC on their website (www.mmtclimited.com) and www.eprocure.gov.in.
- (b) Offers of the bidders must be valid **for 7 working days** from the date of Auction.

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

INTRODUCTION:

Yankee Auction Strategy mode of Online Tender/Forward Auction is being conducted for MMTC Ltd. (Hereinafter referred as the “Client” on the Auction Platform of mjunction services ltd (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 & Responsibilities** of the parties in the online Forward Auctions on the Auction Platform. **Acceptance in-to these General Rules and Regulations governing conduct of online auctions and Terms and Conditions for Sale of Materials by auction of MMTC Ltd. is a pre-requisite for securing participation in the online auctions.**

The key terms pertaining to the online Forward Auctions are provided in the “Annexure-A”. Prospective bidders 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.
 - a. Enhancing bidder awareness of and comfort with the auction mechanism and bidding rules.
 - b. Input of the Auction items and defining the bidding rule in the auction engine.
 - c. Enlarging the customer base by introducing new bidders.
 - d. Collection of EMD, Letter of Interest etc. from the willing bidders.
 - e. Providing access to the approved bidders to participate in the Auction.
 - f. Summarizing the Auction proceedings and communicate the outcome to the Client. The responsibility of fulfillment of the contract rests between the bidders and the client and the responsibility of the “Service Provider” shall be restricted to the extent of the services provided by them.

ROLE OF BIDDER

- Definition of the unit bidding
- Start Time and duration of the auction 1 hour
- 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)

The role of the bidder is outlined below:

1. The bidder would participate in the auction with the aim of bidding to secure the auctioned item in the auction
2. The bidder would be provided access to the Auction through an “User ID” protected by a “Password”. The bidder needs to ensure that the “User ID” and “Password” is not revealed to unauthorized persons. Bidders are also requested to change the password allocated to them by the “Service Provider” to keep their confidentiality. **However it would be bidder’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.** Access to the auction mechanism shall be provided to all the approved bidders subsequent to obtaining their written consent to the General Rules & Regulations and the Letter of Interest. Payment of Earnest Money Deposit (EMD) as decided by the client before the start of the Forward auction will be one of the necessary conditions for participating in the auction.
3. Bidders 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 bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honor the bids placed during online bidding shall render the bidders liable for penal action as deemed fit by “Client” / “Service Provider”.
4. In the event of winning an allotment in the auction mechanism, the bidder shall commit to fulfill outlined obligations under the contract.
5. The bidders shall bid on the terms specified by the client & place their bid in the auction engine in the manner specified by “Service Provider”. The bidders shall not stipulate any conditions on their own unless the terms of the client (the client’s terms & conditions) expressly permit such conditions being stipulated by the bidder. 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 bidders with the information and terms specific to the auction in which they are bidding. This would include:

While it shall be the endeavour of “Service Provider” to specify these rules at the earliest for each online auction, the “Service Provider” shall retain the right to delay the announcement of these biddings rules or modify rules specified earlier at the time of the online bidding. These details would be available to the bidders on the Auction Engine at the time of bidding.

Participation in the auction process presumes complete awareness & understanding of the bidding rules.

CONDUCT OF THE AUCTION:

Only those bidders who have been approved by the “Client” and an undertaking regarding non-blacklisting/debarred from MMTC, PSU’s or Government department to be 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 “Client”/ “Service Provider” prior to the start of online auction will be given “Login ID” & “PASSWORD” to enable them view and participate in online auction.

The Auction shall be conducted on pre-specified date. The Key Terms pertaining to the conduct of Auction such as “**START TIME**”, “**DURATION**”, “**END TIME**” & “**AUTO EXTENSION FACILITY**” Shall be specified separately for each Auction. “Service provider” retains the right to cancel or reschedule the auction, with the approval of the Competent Authority of the Client, on any of the following reasons:

- The number of confirmed bidders is deemed insufficient to conduct the auction
- Some of the confirmed bidders 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 auction may also vary from the pre-specified period of time either on account of termination of the 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 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 auction with/ without a subsequent rerun of the auction on a mutually decided date
- Cancellation of a bid
- Locking / deactivate a bidder’s account (suspension of operations in the account), etc.

In case of failure of net connection, bidder will give his best price to the “Service Provider”. “Service Provider” will bid on behalf of the bidder with the minimum increment until the bid price reaches the best price offered by the bidder, by proxy bidding mechanism.

The best price communicated by the bidder 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 bidder. Bidder will be bound by the price offered.

METHODOLOGY FOR ALLOCATION OF QUANTITY IN PQT AUCTION STRATEGY 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)

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

1. Bidder B is the highest bidder @ Rs.15000/MT, hence the system allocates his bided quantity i.e., 200 mt = 1 Unit

2. There are 4 bidders @ Rs.14800/Mt.

- (i) Since bidder F's bid was for 400 MT (2 Unit) (Highest at Rs.14800/MT) the system allocates his bid quantity in full.

- (ii) 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
(iii) and allocates bidder A the available quantity (i.e. 200 MT = 1 Unit) first.

3. 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.

Note: Buyers are suggested to closely monitor “Allocated Quantity Column “ to get themselves updated about the current status of their bid. Allocated quantity at the time of closure of the auction will be the final.

LIABILITY OF “SERVICE PROVIDER”

“Service Provider” shall not be liable to the client/ bidders participating in the auction or any other person(s) for:

- Any breach of contract by any of the parties in the fulfilment of the underlying contract.
- 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/ bidders in accessing the Auction Engine and placing bids, etc. the bidders 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 bidders in participation but the ultimate responsibility on all these counts lies totally with the bidders.

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 bidder in any such case.

CONFIDENTIALITY CLAUSE:

“Service Provider” undertakes to handle any sensitive information provided by the client or confirmed bidders for the auctions conducted with utmost trust and confidentiality.

JURISDICTION

Any disputes or difference whatsoever arising between the parties out of or relating to construction, meaning, scope, operation or effect of this contract for the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The provisions of Arbitration and Conciliation Act – 1996 shall be applied to such arbitration proceedings. The Venue of Arbitration shall be Kolkata.

Signed in acceptance of the above terms and conditions

Name: Signature

Designation of signatory Date Place:

Telephone / FAX no.:

ANNEXURE-A

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 (bidders) 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 bidders (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. The "Service Provider's" website assigned by "Service Provider" would constitute venue for the purpose of the online auction.

Award at the Auction:

In a single winner format, only one bidder (normally the bidder who quotes the highest price) is awarded all the units of the item being auctioned. The bidder 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 bidders desiring to buy these items from the Client.

Bidder: Bidder is the individual/business entity participating in the auction, intending to buy the item/s from the Client. To become a Bidder 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 utilization 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. Bidders 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 bidders. 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 bidders 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 bidders 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.

Metal Junction's Customer
Contact Officer (CCO) Contact
Details (for Registration &
Training)

Praveen Kumar – Ghaziabad -9717010458
Virender Dhaniya- Faridabad -9958001157
Harjinder Singh – Ludhiana - 9216960169
Vikas Sonkar – Kanpur –09794002333
Kamlesh Ghode – Bhilai -9009777860
Souvik Ghosh –Durgapur -8336930106
Susant Das – Kalinganagar - 7328820747
Sanjoy Gopal Singha – Howrah - 9163348269
Somnath Mukherjee – Rourkela -9937065924
Pushendra Kumar – Bokaro -8873036025
Santosh Baghel - Indore - 9713071339
Rahul Sonbarse – Nagpur - 7030914855
M Raghavendra – Hyderabad - 8008666855
P Kaviraj –Bengaluru – 9986445455

CCO – Regional Co coordinator

S Raghavendra – South - 9840935953
Amarendra Pattanaik –East – 8584008232.
Abhishek Kumar – North – 9654694415.
Sudipto Mukherjee –West - 7045521561
