OFA No. DPL/MJ/CRUDE COAL TAR/15-16/03

DATED: 11-Aug-2015

MATERIAL: Crude Coal Tar (as per details given below)

SELLER: Durgapur Projects Ltd, Durgapur

AUCTION DATE & START TIME: 19-Aug-2015; 12:00 hrs

AUCTION TYPE: English No ties

Last date for LOI & EMD submission: 18-Aug-2015; 17:00 hrs; LOI’s to be mailed to loi@mjunction.in only.

INSPECTION DATE: Any day before the auction date with prior appointment with contact person(s)

EMD for Participation: INR 100000/- (Rupees One Lakh only) to mjunction services limited

CONTACT PERSON(s)
For participating in auction: Mr. Gitimoy Mukherjee +918584008196
Ms. Sangeeta Roy +919163348050-Mjunction, Kolkata; Mr. Pavel Bhattacharjee - Mjunction-Durgapur: +91 8584 008 262; pavel.bhattacharjee@mjunction.in

For Sales order & delivery: Mr A Acharya Senior Manager DPL +919434709118;
Inspection: Mr S.K. Chai (Snr Mgr) - Chem I/C +919434 709 087
For any unresolved issues: Mr Obhishek Roy Chowdhury +91-9163348127 obhishek.roychowdhury@mjunction.in

BID BASIS: Basic Prices has to be quoted ex-plant excluding any applicable duties, taxes and freight.

Taxes and duties, as applicable at the time of lifting shall be applicable. Presently the tax structure is as follows:- ED: 6%; Sale within WB: VAT 5%
Sale outside WB: 2% with Form "C", CST 5% without Form "C". In this case security deposit of 3% will have to be submitted to DPL. Customer will claim refund from DPL after submission of requisite C-Form.

ONLY END USERS ARE ALLOWED TO REGISTER FOR THE EVENT
CUSTOMERS MUST BE HAVING A VALID POLLUTION CLEARANCE CERTIFICATE FROM WBPCB AND/OR CPCB
After making payments as per confirmation letters within stipulated timeline, Customers should intimate Mr A Acharya @9434709118 immediately confirming the same for facilitating issuance of sale orders by DPL. Confirmation letters downloadable from website https://auction.metaljunction.com

The Goods will be sold on “As is where is” and “No Complaint” basis. The bidders will therefore be deemed to have made themselves aware regarding the quality of materials before bidding. No Complaint or claim in this regard will be entertained after submission of bids. DPL will not be responsible for any consequential damages, in whole or part, arising out of usage of its material.

If any statutory levy(s) are imposed during the pendency of the contract, then it will be in the buyers account.

<table>
<thead>
<tr>
<th>Seller</th>
<th>LOCATION</th>
<th>MATERIAL DESCRIPTION</th>
<th>INDICATIVE MATERIAL SPECIFICATION</th>
<th>TOTAL QTY (MT)</th>
<th>BID BASIS</th>
</tr>
</thead>
</table>
| DPL    | DPL Plant, Durgapur | Crude Coal Tar | Specific Gravity: 1.18 - 1.2
Moisture: 2%-4%(W/W)
Benzene insoluble (BI): 9%-11%
Quinoline insoluble (QI): 5%-7% | 350 | Rs PMT |
<table>
<thead>
<tr>
<th>Lot No</th>
<th>Material</th>
<th>Lot Quantity (MT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOT1-CRude COAL TAR</td>
<td>Crude coal tar</td>
<td>50</td>
</tr>
<tr>
<td>LOT2-CRude COAL TAR</td>
<td>Crude coal tar</td>
<td>50</td>
</tr>
<tr>
<td>LOT3-CRude COAL TAR</td>
<td>Crude coal tar</td>
<td>50</td>
</tr>
<tr>
<td>LOT4-CRude COAL TAR</td>
<td>Crude coal tar</td>
<td>50</td>
</tr>
<tr>
<td>LOT5-CRude COAL TAR</td>
<td>Crude coal tar</td>
<td>50</td>
</tr>
<tr>
<td>LOT6-CRude COAL TAR</td>
<td>Crude coal tar</td>
<td>50</td>
</tr>
<tr>
<td>LOT7-CRude COAL TAR</td>
<td>Crude coal tar</td>
<td>50</td>
</tr>
</tbody>
</table>
LETTER OF INTEREST

To,
The DGM COGP
Durgapur Projects Ltd
Durgapur

THROUGH: Mjunction Services Ltd

RE: OFA no. _______________________

Dear Sir,

(1) We ___________________________ are interested in participating in the Online Forward Auction.

(2) We are hereby submitting EMD of ____________ as per the details provided below:

UTR DATE: ____________________________
UTR Number: ____________________________

Non-interest bearing Earnest Money Deposit (EMD) shall be deposited in the form of Demand draft (D.D.)/Pay order (P.O.)/Banker’s Cheque (B.C.) drawn on any nationalized/scheduled bank (except Grameen and Co-operative banks), in favour of M Junction Services Limited at any branch of HDFC Bank with CMS facility. A list of such branches has been uploaded at https://auction.metaljunction.in. Bank Account details of Mjunction services limited are as follows:

FOR EMD PAYMENTS ONLY:

<table>
<thead>
<tr>
<th>Bank Name</th>
<th>HDFC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Branch</td>
<td>Central Plaza</td>
</tr>
<tr>
<td>Address</td>
<td>2/6 Sarat Bose Road, Kolkata 700020</td>
</tr>
<tr>
<td>Current A/C No.</td>
<td>00140310003480</td>
</tr>
<tr>
<td>IFS Code</td>
<td>HDFC0000014</td>
</tr>
<tr>
<td>MICR Code</td>
<td>700240003</td>
</tr>
</tbody>
</table>

RTGS / NEFT facility is also available for depositing EMD. Buyers wishing to avail RTGS /NEFT facility should contact the nearest office of Mjunction Services Ltd at the addresses mentioned at https://auction.metaljunction.in for details.

EMD cannot be adjusted with material value payments.

(3) We agree to abide by all the instructions contained in the above indicated Online Forward Auction notice, your terms and conditions of sales and General Rules and Regulation Governing conduct of online Auction on the Service provider’s platform/website.

(4) I/We understand that my/our bid in an e-selling event would be construed as my/our acceptance to the “DPL’s terms and Conditions of the sale, General Rules & Regulations governing the conduct of Online Auctions on the Service Provider Platform, Auction Notice. I/We understand that if our bid is accepted by the service provider, and approved by DPL, I/We are obliged to complete the transaction and abide by all Terms & Conditions mentioned in this auction document.

(5) I/We agree that I/we have been provided training by service provider in order to participate in Online Forward Auctions. I/We agree to update ourselves regarding any changes made to the catalogue from the website of the Service Provider/DPL and bid accordingly.

(6) I/We request service provider to allot User-id and password to me/us and activate the same to participate in the above mentioned online forward auction.

(7) I/We agree that I/we shall change the password on receipt by me/us and keep it confidential. I/We agree that Service Provider shall not be held responsible in any way for any losses that may be suffered by me /us as a result of disclosure of the password to any other person by me.

(8) I/We understand that my/our inability to participate in an e-selling event due to disruption of my /our internet services, or due to bandwidth problems with my/our local internet service providers are beyond the control of the Service Provider.
(9) I/We also agree that DPL is not bound to accept the highest or any bid or to assign any reason for such non-acceptance.

(10) DPL shall not be responsible for any consequential, incidental, indirect, punitive, exemplary or special damages of any nature whatsoever, including, without limitation, lost profits or losses or for any damages arising out of or in connection with any malfunctions, delays, loss of profit or interruption of service arising out their supply of the material to us.

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

Invoicing Address

Shipping Address

a) Name of the Contact Person on our behalf:-

b) Contact Telephone Nos

c) Contact FAX No

d) E-mail ID

e) Bank name

f) Branch name

g) Branch address

h) Branch telephone no

i) Account type

j) Account no.

k) PAN

l) TIN

m) Sales Tax Regd No: State:-

n) Sales Tax Regd No: Central:-

o) ECC No:-

Submission of signed and stamped LOI by the customer through fax/email/physical submission is construed as acceptance of all terms and conditions of the online forward auction by the customer

Sincerely yours

________________

Date: (With Company’s Seal)

NB: Copy of VAT, CST and ECC certificates to be enclosed.

Sale orders will be issued by DPL after customers makes full material value payments as per confirmation letters. Confirmation letters will be available on website www.metaljunction.com
TERMS & CONDITIONS

Durgapur Projects Limited (hereinafter called DPL) intends to offer for immediate sale, on terms and conditions mentioned herein below:

1. **Product:** Crude Coal Tar

2. **Indicative specifications:** “As is where is and no complaint basis”. Bidders are advised to satisfy themselves about the quality/grade of materials before bidding.

3. **Requirement of Participation:**
   a) Non-Interest bearing earnest money deposit (EMD) in favour of Mjunction services limited. EMD will be returned after completion of sales. EMD cannot be adjusted with material value payments.
   b) All pages of the catalogue along with LOI duly signed and stamped by the bidder. The interested parties are advised to read and fully understand the contents of each page of the catalogue. Submission of signed and stamped LOI by the customer through fax/email/physical submission is construed as acceptance of all terms and conditions of the online forward auction by the customer.

4. **EMD Forfeiture:** Customers EMD will be forfeited in case of
   a) Failure to deposit 100% advance payment within stipulated time for entire quantity along with applicable taxes.
   b) Failure to lift quantity as per sale order issued by DPL

5. **Delivery/Lifting:** Successful bidder has to lift offered quantity within **15 days** from the date of sale order issued by DPL.

   Ground rent will be charged as follows:
   1. @ Rs 25/MT for first 15(fifteen) days
   2. @ Rs 50/MT for 16-30 days
   3. @ Rs 100/MT above 30 days

   of the unexecuted quantity of the sale order from the date of expiry of the validity period.

   DPL also reserves the right to debar the customer to participate in future auctions as it may deem fit, if the customer fails to lift material as per stipulated quantity in the sale order.

6. **Rate:** Best rate is to be quoted online on internet site www.metaljunction.com. The rates quoted would be basic rate ex-plant, excluding any statutory duties and taxes etc which would be 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 the successful bidder. The bid quoted should remain valid for acceptance by DPL for **10 working days** from the date of close of online forward auction. Once the rate is accepted by the DPL the price shall remain firm during the period of contract.

7. **Acceptance of offer**

   When a bid is accepted by DPL, the successful bidder shall be issued a “bid acceptance letter /confirmation letter “This will indicate relevant details viz. description of goods, quantity, accepted rates and last date of making payments/ completing commercial formalities and other terms and conditions of supplies etc.

8. **Payments:** Full Payment of material value along with applicable taxes and duties shall be made in advance for the full quantity **within 4 working days** of issuance of bid acceptance/confirmation letter(excluding date of issue of confirmation letter). The bidders can start lifting of the materials only after the issuance of sales order issued by DPL. Material value payments are to be made in the following bank account:-
Failure to deposit any payments within the stipulated period as per sale order will result in termination of contract without any notice to the successful bidder and forfeiture of EMD as the case may be. All such payments would be non-interest bearing. DPL also reserves the right to debar the customer to participate in future auctions as it may deem fit.

Material Value payments are NOT to be made to Mjunction. The Mjunction account details in LOI are for the EMD payments only.

8. **Weighment**: Weighment of the material at DPL’s own weigh bridge shall be considered as full and final for all purposes including invoicing.

9. **Loading & Transportation**: Loading By DPL into trucks/tankers as applicable. Purchaser can nominate the transporter. All the statutory requirements arising during transportation, has to be taken care by the purchaser.

10. **Right to Terminate**: If the successful bidder fails to perform as per terms and conditions as stipulated in our acceptance of offer, DPL reserves the right to terminate the agreement with immediate effect.

11. **Other Conditions**: DPL is not bound to accept the highest or any bid or to assign any reason for such non-acceptance. DPL’s decision in this regard shall be final and binding on the bidding firms. DPL further reserves the right to prepone, postpone, and cancel the auction before, during and even after the completion of online auction without assigning any reason. Sale of material is subject to final confirmation in writing by DPL and allocation of material by the system shall not be treated as confirmation of sale.

12. **Safety Rules**: Purchaser has to follow all the safety rules of Durgapur Projects Limited. Customer should not engage labourers below the age of 18 years and female workers after 7 P.M.

13. **Force Majeure**: All commitments under the agreement shall be subject to acts of God, Government Regulations / edicts or Rulings, war, blockade, revolution, civil commotion, riots, floods, sabotage or other causes beyond the control of DPL or successful bidder. In such an event, DPL or the successful bidder, as the case may be, shall be relieved of the responsibility of performance of its part under the contract till such force majeure condition exists and the delay in the performance of its part of the contract, absolve the liability if any.

I/We have read and understood the conditions of the tender as detailed out above and as a token of my / our acceptance of the same without any alterations and modifications, I/We affix my/our signatures as follows:

Authorized Signatory for tendering firm with seal and date
For registration please contact any of the numbers of Mjunction Services Ltd as given below.

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>Contact No</th>
</tr>
</thead>
<tbody>
<tr>
<td>KOLKATA:</td>
<td>1st Floor, Tata Centre, 43, Jawaharlal Nehru Road, Kolkata – 700 071</td>
<td>9163348269;9163348124,9163348050</td>
</tr>
<tr>
<td>DURGAPUR:</td>
<td>Room No. 618, Ispat Bhawan, Durgapur Steel Plant, Durgapur - 713203</td>
<td>0343-6510185;9163348279,8584008262</td>
</tr>
<tr>
<td>BOKARO:</td>
<td>Room No. 19, Old Admin. Bldg., Bokaro Steel Plant, Bokaro Steel City - 827001</td>
<td>9234364358;9771494249</td>
</tr>
<tr>
<td>BHILAI:</td>
<td>Bhilai Steel Plant, Room No. 321, 3rd Floor, Ispat Bhawan, Bilai – 490001</td>
<td>9009777860; 0788-2221071</td>
</tr>
<tr>
<td>CHENNAI:</td>
<td>Old No. 44, New No. 91, Basement, Armenian Street, George Town, Chennai - 600 001</td>
<td>044 64624733-35 / 42167417.</td>
</tr>
<tr>
<td>ROURKELA:</td>
<td>Administrative Building, Room No. 624, 6th Floor, Rourkela Steel Plant, Rourkela - 769001</td>
<td>9937065924;0661-6514142; 9238159802</td>
</tr>
<tr>
<td>DELHI:</td>
<td>C-127, 2nd Floor, A-One Plaza, Above Vijaya Bank, Naraina Industrial Area, Phase-I, New Delhi-110028</td>
<td>(011) 2589 6900/ 2589 7000/ 09250000482</td>
</tr>
<tr>
<td>KANPUR:</td>
<td>Contact No. 7388035035</td>
<td>9216960169</td>
</tr>
<tr>
<td>LUDHIANA:</td>
<td>Contact No.09216960169</td>
<td>9216960169</td>
</tr>
<tr>
<td>Asansol/Burnpur:</td>
<td>Contact No.09163348128/ 0341-2240107</td>
<td>0341-2240107</td>
</tr>
<tr>
<td>SAIL - IISCO Steel Plant Materials Building Order Department Ground Floor Burnpur - 713 325</td>
<td>9771434248; 0657- 6519990</td>
<td></td>
</tr>
<tr>
<td>BISTUPUR:</td>
<td>Ground Floor, Kashikunj, Road No. -2 , Contractors Area, Bistupur</td>
<td>9771434248; 0657- 6519990</td>
</tr>
<tr>
<td>JAMSHEDPUR:</td>
<td>Ground Floor, Kashikunj, Road No. -2 , Contractors Area, Bistupur</td>
<td>9771434248; 0657- 6519990</td>
</tr>
</tbody>
</table>
GENERAL RULES AND REGULATION GOVERNING CONDUCT OF ONLINE AUCTIONS ON THE “SERVICE PROVIDER” PLATFORM

INTRODUCTION:

This Online Forward Auction is being conducted for Tata Sponge Iron Limited (hereinafter referred as the “Client”) on the Auction Platform of Mjunction Services Limited (hereinafter referred as “Service Provider”).

The General Rules and Regulations provided herein govern the conduct of Online 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. Acceptance and strict adherence to these General Rules and Regulations governing conduct of online auctions and General Terms and Conditions for Sale of Materials from The DPL, 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-B”. Prospective bidders are advised to read through the same.

ROLE OF “SERVICE PROVIDER”

1. “Service Provider’ is the agency (operator) primarily providing the platform and service of the online Forward auction to the “client”.
2. Finalisation of the auction items in consultation with the client.
3. Defining of bidding rules for each auction in consultation with the client.
4. Enhancing bidder 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 successful bidder base by introducing new bidders.
7. Collection of EMD, Letter of Interest etc. from the willing bidders and forwarding the same to the Client.
8. Providing access to the approved bidders to participate in the Auction.
9. Summarising 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 “Service Provider” shall not be held responsible in this respect.

ROLE OF BIDDER

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
   The bidder would be provided access to the Auction through a “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/she 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 EMD/Security Deposit (SD) as decided by the client before the start of the Forward auction will be one of the necessary conditions for participating in the auction.
2. 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 honour the bids placed during online bidding shall render the bidders liable for penal action as deemed fit by “Client” / “Service Provider”.
3. In the event of winning an allotment in the auction mechanism, the bidder shall commit to fulfill outlined obligations under the contract.
4. The bidders shall bid on the terms specified by the client & place their bids 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:

- Definition of the lot 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 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 bidding 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 and understanding of the bidding rules.

CONDUCT OF THE AUCTION:
Only those bidders who have been approved by the “Client” and handed over stamped and manually signed “General Rules and Regulations governing conduct of online auction alongwith Letter of Interest, required EMD amount and other necessary documents to the “Client”/ “Service Provider” within the specified time will be given “Login ID” and “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” AND “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:

6. Cancellation/ premature termination of the auction with/ without a subsequent rerun of the auction on a mutually decided date
7. Cancellation of a bid
8. Locking / deactive 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.

**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 fulfillment 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 relating to the online auction module of “service provider” shall be subject to the exclusive jurisdiction of court at Kolkata only.