

ONLINE FORWARD AUCTION SALE VJ/IOCL-LBP ASAOTI/MARCH/21-22/FA-06

Catalog No. : IOCL/1100/1140/2021-2022/76/996/1

Auction Date & Time : 24.05.2022 @ 3.00 PM

Inspection Date : Till 23.05.2022 (Inspection should be with strictly

Prior appointment with the location representatives of IOCL. Timing

between 10 am to 4 pm)

Location of Inspection : Indian Oil Corporation Limited, Marketing Division, Lube Oil Blending Plant,

VPO – Asaoti, Dist – Palwal, Haryana - 121102

Pre-Bid EMD Amount : as mentioned in the material list for each lot (in virtual account)

Last Date of EMD submission : 23.05.2022 by 5.00 PM

BID VALIDITY for the lot

approval decision : 10 working days from the date of auction.

Bid Basis : Bid has to be placed in INR/UOM as mentioned in the material list

Auction Logic : English No Ties Auction

URL to log in for bidding : https://www.metaljunction.com/auction/auctionView

Organisation	Name of the concerned person	Contact Number	Email ID	Location
IOCL	Nimit Agrawal	7277907674	agrawaln3@indianoil.in	Asaoti
IOCL	A. S. Gitay	9819989306	asgitay@indianoil.in	Asaoti
mjunction	Jyoti Sankar Nayak	8336939633	Jyoti.Nayak@mjunction.in	Kolkata
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CRM – Suresh N Maheshwaram – 7738702514 – suresh.maheshwaram@mjunction.in

SI No	FSD	Base location	Indicative Territory	Contact Details	Email Id
1	Varun Subba Billava	Mumbai	Maharashtra, Goa, Rajasthan	9757302193	Billava.Varun@mjunction.in
2	Manjinder Singh	Mandi Govindgar h	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir	7605090375	Singh.Manjinder@mjunction.in
3	Mitesh Giradakar	Bhilai	Chhattisgarh, Madhya Pradesh	7596040406	Mitesh.Giradkar@mjunction.in





4	Prabhat Singh	Delhi	Delhi, Uttar Pradesh, Uttarkhand	7596059533	Prabhat.Singh@mjunction.in
5	Soumen Chakraborty	Kolkata	West Bengal, Bihar, all North-east states	7605090372	Chakraborty.soumen@mjuncti on.in
6	Anirban Sukul	Kolkata	All location	7596058565	anirban.sukul@mjunction.in

Material List								
SR.No	Material	Qty	UOM	HSN	GST %	TCS %	EMD	Hazardous (Yes/No)
	SCRAP HDPE CONTAINERS (500MLTO20LITRE), (Material							
1	will be provided in Puncture condition)	25000	KG	3915	18%	1	1,05,000	NO

Kindly note that the material will be provided in Puncture condition.

- **P.S.** TCS will be applied on 'basic realisation value plus GST'.
 - For Hazardous items, bidders will be allowed to place bids only after submission of necessary hazardous waste processing license (CPCB/SPCB Certificate/Passbook), consent to operate and air-water license and any other document, as applicable.
- For E Waste, Hazardous Waste, Battery Waste the bidder should be registered recycler with CPCB/ MPCB. However MPCB approved recycler shall be given preference over CPCB approved recycler.

Special Terms & Conditions:

- 1. H1 l bidder is advised to lift the material during plant working time (0800 to 1600 hrs)
- 2. H1 bidder will lift the material with their own cost and labour. H1 Bidder will submit the Identity proof for all his workers/ truck crew members. All workers should be medically fit to work in plant premises.
- 3. H1 Bidder will provide required PPEs (hand gloves, safety shoes, helmet) to his workers.
- 4. H1 bidder is advised to use skilled workers to lift / carry the empty additive scarp barrels and scrap.
- 5. H1 Bidder will clean the site if any spillage occurs during handling of scrap material.
- 6. H1 bidder will hold compete responsibility of his workers while working at site / lifting the scrap material.
- 7. All work will be done under strict supervision.





Communication from Indian Oil Corporation Limited (MD) to the Scrap Purchasers (Customers) for not deducting TDS u/s 194Q.

Dear Sir/Madam,

Sub: Tax Deduction at source u/s 194Q on Sale of Scrap

As you may kindly be aware that provisions of Section 194Q would become applicable from 1st July 2021 requiring all purchaser of goods to deduct TDS u/s 194Q at the time of making payment or credit to in books for those purchases, whichever is earlier.

In case of scrap sales, you are the "purchaser" and Indian Oil is "seller"

However, as per sub-section 5 of Section 194Q, provisions of Section 194Q will not apply to all those transactions which are covered under Section 206C(1). In other words, in case of sale of scrap there would be no requirement for the "purchaser" to deduct TDS u/s 194Q because "seller" would continue to be liable to collect TCS u/s 206C(1).

This communication should be treated as a confirmation from our end that Indian Oil will continue to collect TCS u/s 206C(1) on sale of scrap and therefore, you, as purchaser of scrap, should not deduct TDS u/s 194Q while remitting payment to Indian Oil or its agents for purchase of scrap.

Thanking you,

Sincerely yours, For Indian Oil Corporation Ltd. (MD)

<Shyam Sundar> <LBP Asaoti, Haryana>

www.valuejunction.in

Valuejunction a business unit of mjunction services limited is pleased to be selected by *IOCL* (referred to as The Client hereinafter) for conduct of online auctions for disposal of their Scraps and Surplus & Obsolete assets. All these scraps or 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 OR www.metaljunction.com or get in touch with mjunction officials as above.

Inspection: The intending bidder or his authorized representative may inspect the materials as per the schedule above, on any working day at the location specified with prior permission from IOCL. The bidders/customers shall





download and carry the terms and conditions from the website. Same will be required to be produced for inspection related matters after fulfilling the usual security conditions at Seller's end.

Visiting time for inspection to be fixed after taking appointment from the client.

Participation terms:

- Registration with mjunction
- Submission of EMD in favour of "mjunction services Ltd." as mentioned in the catalogue. (For EMD details

 Please see Material list).
- Self-Attachment in the auction

For all hazardous lots & e-waste lots, Scanned copy of licence issued by pollution control board to be sent to Jyoti.Nayak@mjunction.in , Ghosh.Souvick@mjunction.in before the auction date.

EMD DEPOSIT DETAILS as mentioned below:

EMD is in the name of MJ, you must always deposit the EMD in your unique **VIRTUAL ACCOUNT** only. Unique Virtual account is available in your "Profile"

You can self-attach yourself to auction only when your EMD money is credited to your unique **Virtual account**. So it is suggested to always deposit your EMD money well in advance to avoid unanticipated problems beyond control.

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

*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.

PLEASE NOTE THE FOLLOWING POINTS BEFORE SELF ATTACHED WITH AUCTION

Be careful to select the correct Catalogue/Lot/Group during self-attachment.

You cannot detach yourself once you have attached yourself to a particular auction until that auction is over

For any assistance please contact our toll free no:

Toll Free No: 180041920001Write to enquiry@mjunction.in

You may also refer to the Online EMD Management Bidder Manual (audio/visual) available in www.metaljunction.com> Click on Login>Auction Login>Required Auction Training? Click Here>Online EMD

Note: Online EMD Bidder Manual and FAQ is available in our website: www.metaljunction.com> Click on Login>Auction Login

<u>Pre-Bid EMD:</u> Pre-Bid EMD to be deposited before the last date of EMD submission to your virtual account with Mjunction. H1 Bidders EMD will be retained and Non-H1 Bidders EMD will be refunded back on the basis of online refund requests placed through the auction system from the



Customers. Pre-Bid EMD amount of H1 Bidders will be refunded after the completion of Lifting and submission of required documents to the client. If incase the H1 Bidder backs out due to any reason, the Pre-Bid EMD will be forfeited and transferred to the client.

Complete Payment of the material value to be deposited to the IOCL BANK A/C as mentioned below:

Beneficiary Name	Indian Oil Corporation Ltd.
Bank Name	State Bank of India
Branch Name	Surya Kiran Branch
Address of the Bank	New Delhi
Corporate Account No	00030920001726
IFSC Code	HDFC0000003
MICR Code	110240001

Information for Bidders.

"Currently many of the scrap dealers are making payment in MSO collection account no.33910659840 due to which the process of giving credit to customer account takes little longer time since it involves getting confirmation from the functional deptt, verification of the same at our end and manual posting of credit to customer account. This involves a time and efforts at both the ends and it is also very cumbersome. To avoid all this, it is requested to inform all the scrap dealers to make the payments to any of the below account from now onwards. These accounts are linked with customer code and product, so after the fund transfer by customer the concerned deptt can themselves check whether the amount is appearing in customer code in SAP in T-code FBL5N.

<u>Bank</u>	<u>From</u>	Customer code (example)	Product Indicator (for scrap)	IOCL Account number	IOCL Full Account no to be used by the customers	<u>IFSC code</u>
SBI Collection account	Customers having account in any bank except SBI, can able to transfer thru RTGS/NEFT	<u>123456</u>	<u>M</u>	30210428604	<u>30210428604M123456</u>	<u>SBIN0009995</u>
HDFC Bank collection account	Customers having account in any bank other than HDFC, can able to transfer RTGS/NEFT and HDFC account holders can able to transfer through e-CMS (Virtual account)	<u>123456</u>	<u>TM</u>	<u>IOCLMD</u>	<u>IOCLMDTM123456</u>	<u>HDCF0000240</u>

Payment to IOCL:





Payment must be done Lot wise by the buyers. Combined payment for multiple lots WILL NOT be accepted by IOCL. Further, the payment should be done EXACTLY mentioned in the sale order. For example, if SD amount id Rs. 45,995/- then buyer has to deposit Rs. 45,995/-, not Rs. 46,000/-. In other words, no rounding off should be done.

Payment Mode:- Buyer has to make the payment ONLY through IOCL's payment gateway ePayOne (https://epayone.indianoil.in/). Payment deposited by any other method shall not be accepted by IOCL. The detailed instructions about how to make payment through ePayOne portal are given in the last pages of this catalogue.

H1 bidder may be asked to contact IOCL directly for getting in touch for creation of customer code and bank details thereby.

Details of the payment remitted must be intimated to IOCL and Mjunction officials as above.

No interest shall accrue on the Pre-Bid EMD.

Kindly note after the bidding is over, the finalization is 'Subject to Approval' from IOCL

ISSUANCE OF SALE ORDER: On realization of funds at IOCL account, Sale Order will be issued to the winning bidder by IOCL within reasonable time.

Payment & Lifting Schedule:

- *SO- Sale Order
- *DO- Delivery Order

	Payment & Lifting Schedule					
SrNo.	Description	Approx Qty	UOM	Payment Schedule	Lifting Schedule	
1	SCRAP HDPE CONTAINERS (500MLTO20LITRE) (Material will be provided in Puncture condition)	25000	KG	25% payment (Security Deposit) to be made in 7 working days from the date of Sale Order and balance payment inclusive of taxes to be made within 15 days from the date of Sale Order	Material to be lifted within 21 working days from the date of Delivery Order	

The winning bidder will have to deposit Total value of materials as per the schedule to IOCL- LBP Asaoti, Haryana in the form of Electronic Transfer (NEFT/RTGS) in favor of IOCL, payable at Mumbai to bank details given above. The purchaser will have to pay GST and Entry tax wherever applicable to the value of material while making payment. Any statutory variations of the taxes/duties are to be borne by the purchaser. Payment for the lot is to be made in as per lifting schedule given by IOCL.

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 IOCL- LBP Asaoti, Haryana would not be liable for taxes in





any manner, whatsoever. Applicable taxes and duties are indicated in the material list. In case of any changes in the taxation laws by the Government, the taxes and duties prevailing on date of dispatch will be applicable.

Overdue charges (Penalty): If the purchaser fails to deposit the full value or pay any installments within the stipulated period, overdue charges (Late payment charges) @ 1% per week or part thereof for a maximum 2 weeks under prior intimation to IOCL-LBP Asaoti, Haryana and mjunction. If payment is not received within the specified period, the SD will be forfeited.

<u>ISSUANCE OF DELIVERY ORDER</u>: On realization of funds at IOCL account as mentioned in the Sale Order, Delivery Order will be issued to the winning bidder by IOCL within reasonable time.

Lifting Terms: The delivery period will as per the schedule above. DO shall be issued by IOCL LBP Asaoti, Haryana. However, penalty and ground rent will be charged for the delay in remitting payment/completing delivery for each installment separately.

Ground Rent: If the winning bidder fails to lift the materials within the stipulated time, Ground Rent @2% per week or part thereof shall be charged on the balance unlifted quantity against the DO. However, the extension of the lifting period beyond the stipulated delivery period is at the sole discretion of the seller. The unlifted quantities can be disposed of any manner as deemed fit by the seller without any further reference to the defaulting purchaser.

Forfeiture of Pre-Bid EMD:

Any default from the payment & lifting schedule or if the purchaser, including, but not limited to, the agents and workmen are found indulging in illegal unauthorized activities in IOCL-LBP Asaoti, Haryana premises, the sale order shall be cancelled and Pre-Bid EMD will stand forfeited without reference to the purchaser. This will be without prejudice to the other rights of the seller.

Forfeiture & Debar: Full Pre-Bid EMD will be forfeited in case of any default by the customer from auction terms & conditions. The customer may also be debarred from participation in future auctions as per the discretion of the client or mjunction.

Arrangements for lifting: The purchaser has to make their own arrangement for loading and transportation and the seller will not take responsibility for providing any assistance to the purchaser in this regard. Lifting will be allowed only on working days and normal working hours. In case of SS and non-ferrous materials being found in any of the lots except where it is specifically mentioned these items shall be segregated and kept aside and will not be lifted.

Bid Validity: The rates quoted in online auction conducted by mjunction will be valid for a period of 7 (Seven) working days from the date of closure of the Online Auction.

Forfeiture: Any defaulting from the terms mentioned above on part of the Customer in the case of payments or lifting will result in forfeiture of the full Pre-Bid EMD.

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 by clicking bid button. 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 do the payments *in terms of these presents*.

Each lot put up for auction shall be deemed to be a separate contract of sale.





Force Majeure: The contract is subject to force majeure conditions, i.e. if any event happens which is beyond any human control which makes the execution of the contract immediate then the seller will not be held responsible for non-execution of the contract and the bidder cannot claim any compensation or damages whatsoever on this account. For such force majeure conditions, seller may extend the validity of the contract.

Factory rules and procedure: The bidder and any third parties engaged by them, shall, at all times, abide by all rules and procedures of safety and security of the seller's factory and comply with the relevant provisions of the workmen compensation act and any other statute in respect of persons engaged by them for handling materials inside the factory premises and indemnify the seller against any claim from anyone in the execution of the order.

Loss or damage to seller's property: The purchaser shall be responsible for making good any loss/damage caused to the property of the seller due to negligence of persons engaged by them.

Cancellation of order: Seller reserves the right to cancel the sale order and withdraw from sale any item at any time and refund Pre-Bid EMD and advance without interest, if collected, without assigning any reasons thereof. Seller also reserves the right to withdraw any item for own usage even after issuance of Delivery order.

Rejection of bids: Seller reserves the right to reject any or all of the bids received in part or in full without assigning any reasons thereof.

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 CEO of mjunction services limited (for issues relating to mjunction) or by IOCL-LBP Asaoti, Haryana(for issues pertaining to IOCL-LBP Asaoti, Haryana). The award of the Arbitrator shall be final, binding and conclusive on the **parties hereto.** The venue for arbitration shall be Kolkata (for issues relating to mjunction) or Haryana (for issues relating to IOCL-LBP Asaoti, Haryana). 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 Calcutta 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:

Indian Oil Corporation Limited, LBP Asaoti, Haryana.

(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 IOCL 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-D". 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 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 honor 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 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. "*IOCL*" 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 no:					





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 be 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 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. 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 such that the new close time for the lot in which a valid bid is received is the 3 minutes from the time of receipt of 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 3 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.





Please Note:

- Scrap is to be sold on "As is where is basis" on clean sweep, no pick and choose / segregation will be allowed. Scrap lifting is to be done, starting from one end only.
- For Hazardous items, bidders will be allowed to place bids only after submission of necessary hazardous waste processing license (CPCB/SPCB Certificate/Passbook), consent to operate and air-water license and any other document, as applicable.
- For E Waste, Hazardous Waste, Battery Waste the bidder should be registered recycler with CPCB/ MPCB. However MPCB approved recycler shall be given preference over CPCB approved recycler.
- Transportation of Hazardous Scrap shall take place through MPPCB approved transporter.
 Bidder should visit website of MPCB for updated list of authorized transporter
 https://mpcb.gov.in/
- In case of transportation of hazardous and other waste for final disposal to a facility existing in a State other than the State where the waste is generated, the bidder shall submit 'No Objection Certificate' from the State Pollution Control Board of other State as well.
- The bidder should comply with all the conditions mentioned in the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016., E-Waste (Management) Rules, 2016. & Batteries (Management and Handling) Rules, 2001.
- Quantity variation may be considered +/- 20%
- All the agencies are requested to go through the remark column of each lot. Further if any confusion is there they may clarify at the given above numbers.
- Customer has to arrange their own transportation arrangement during scrap inspection
- Customers has to ensure quality/ quantity of scrap on their own during free inspection period only. Customer may mention their observation / complain regarding lot quantity / quality in the inspection register. After that no request for inspection will be entertained.
- Customer has to ensure unit of scrap before bidding
- For successful bidders insurance of labor for lifting the scrap is mandatory
- All the successful bidders may please note that, vehicle deployed for lifting the material should carry - R.C., insurance paper, pollution certificate, valid driving license in original.
- All the successful bidders are supposed to take plant entry permission at least one day before by submitting the copy of vehicle documents to be deployed to avoid any hassle (trouble)
- Loading and weighing of the goods at designated weighing machine have to be executed in the presence of IOCL-LBP Asaoti, Haryana authorized representatives. In case of any dispute, re-weighing shall be done on another weighing machine at the sole discretion of IOCL-LBP Asaoti, Haryana
- The authorized personnel of the successful bidder visiting the warehouse for lifting the goods should necessarily carry the Delivery order and the proper photo identity.
- IOCL-LBP Asaoti, Haryana will arrange to issue Tax invoice for the transaction without which the goods shall not be removed from the IOCL-LBP Asaoti, Haryana warehouse.
- Any details like PAN, Bank A/c etc. and copies of documents require for creation of customer code in IOCL-LBP Asaoti, Haryana system have to be provided by the successful bidder as and when demanded.





PHOTOGRAPHS

ALL THE PHOTOGRAPHS USED IN THE CATALOGUE ARE INDICATIVES. THE ACTUAL CONDITION OF THE MATERIAL MAY DIFFER FROM THE PHOTOGRAPHS. ALL THE INTERESTED CUSTOMERS ARE STRICTLY ADVISED TO INSPECT THE PHYSICAL CONDITION OF THE MATERIAL ON SITE BEFORE THEIR PARTICIPATION IN THE ONLINE AUCTION. NO COMPLAINTS REGARDING THE QUALITY OR QUANTITY WILL BE ENTERTAINED ONCE THE AUCTION IS STARTED.



Bidder Training: Online Audio-Visual Training for the buyers



1





Audio Visual Training Manuals

Audio Visual Training Manuals

1 Buyer Login My Profile, Change Password & Sign Out

2 Details helpful for Auction Participation

Standard Terms used in metajunction Auctions

Eld Acceptance & Bid Rejection

Proxy Bid Auction

Eld History

English No lies Auction

Sealed Bid Auction

Dynamic Sealed Bid Auction

Multi Variable Bid Auction

Multi Variable Bid Auction

Indian No Ties Auction

Indian No Ties Auction

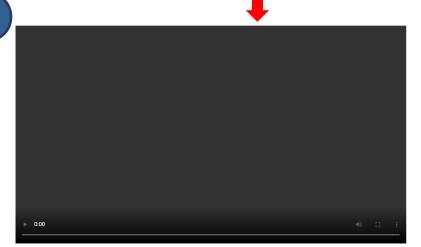
Indian No Ties Auction

Online EMD Module

7 Types of EMD

Online Ledger

3



Step 1

Login with the mjunction's bidder login credentials

Step 2

Click on "Training" tab

Step 3

Click on the training module you would like to go through

Step 4

A video will appear on the screen. Click to play the video

4

