



BHARAT PETROLEUM CORPORATION LTD.

BPCL Mumbai Refinery, Mahul, Chembur, Mumbai-400074

Tel. No: 022-25524269/25533273, Fax-022-25541718

Email : guptavikram@bharatpetroleum.in/mandapevc@bharatpetroleum.in

e-AUCTION SALE

Tender Ref: DISP/BPCL (MR)/23-24/24/007-24/011

BPCL Mumbai Refinery, Mahul, Chembur invites offers for sale of Scrap Materials from its refinery at Mahul, Mumbai on "AS IS WHERE IS" AND "NO COMPLAINT" basis through Online Auction subject to Terms and Conditions annexed hereto and details as per Annexure-3 attached with the tender document.

Subject E-auction sale of catalyst is in continuation of the expression of Interest -EOI – Etender reference 11208 floated 6th April 2023. Only Successfully vendors of Etender 11208- EOI qualify to participate the said e-Auction sale.

The schedule of program given below:

Schedule of Program

Auction date and time	12.05.2023,11.00 HRS onwards
E-auction web site address	https://bpcl.c1auctions.com

M/s. C1 India Pvt. Ltd. is an authorized e-commerce service provider for BPCL to obtain rates on line through its portal <https://bpcl.c1auction.com>. The sale and purchase are directly made by the Seller and Buyer/s [Bidder/s].

For BPCL (MR) Contact Persons are :-

1. Mr. Gupta Vikram, Procurement Manager (PG 1), MR Phone No. 022 2552 4269
2. Mr. Rengarajan S- Procurement Leader (PG 4), MR – Phone No .022 2553 3273
3. Shubham Gupta: Mobile no. 8454998069 / Phone no. 022 25524673
Email: shubhamgupta@bharatpetroleum.in
4. Abhishek : Mobile no. 8454998089 / Phone no. 02225533973
Email: abhishek@bharatpetroleum.in

C1 India Pvt. Ltd. (Contact details)

(M/s. Neeti Bala Chandraa, Mob. : + 91-7291981128, E-Mail : neeti.bala@c1india.com and Mr. Sandeep, Mob : 09050287464 Direct line – 0124 4302001, E-Mail : sandeep@c1india.com or more details please visit E-auction on Auction Portal : <https://bpcl.c1auctions.com>

Special Notes :-

1. The sale will be through on line auction only.
2. Once bids submitted are given during the online auction, they cannot be revised downwards which may kindly be noted.

'E'-Auction:-

C1 India Pvt. Ltd. is an authorized e-commerce service provider for BPCL to obtain rates on line through its portal <https://bpcl.c1auctions.com>. The sale and purchase are directly made by the Seller and Buyer/s [Bidder/s].

E-mail ids :

(M/s. Neeti Bala Chandraa, Mob. : + 91 – 7291981128, E-Mail : neeti.bala@c1india.com and Mr. Sandeep, Mob. : 09050287464 Direct line – 0124 4302001, Email : sandeep@c1india.com)

For more details please visit E-auction web site : <http://c1auctions.com>

All participants are requested to participate at Mock e-Auction to get acquainted with the e- Auction system.

In case of any problem, please call HELPDESKON

(M/s. Neeti Bala Chandraa, Mob. : + 91 – 7291981128, E-Mail : neeti.bala@c1india.com and Mr. Sandeep, Mob. : 09050287464 Direct line – 0124 4302001, Email : sandeep@c1india.com)

The full offer document can be viewed, downloaded or printed at following website:

1. <https://bpcl.c1auctions.com>
2. www.bharatpetroleum.com-->EnergizingBusiness-->Tenders->Search TenderbyCategory->Refinery Others

Pl. refer the following documents enclosed for further details:

- a. Annexure-1 : General Conditions for Auction
- b. Annexure-2 : General Conditions of Sale/Disposal
- c. Annexure-3 : Special terms and conditions for sale of scrap
- d. Annexure-A : Steps for Actual bidding procedure
- e. Table-A[Part-1] : Auction Lot Details/ Auction timing and Start Bid & Increment value details
- f. Table-A[Part-2] : Tentative Tax Details
- g. Disclaimer

ANNEXURE – 1: GENERAL CONDITIONS FOR AUCTION

1. Definitions:-

- a. **SELLER:** Seller referred in this catalogue, is BHARAT PETROLEUM CORPORATION LTD.
- b. **SERVICE PROVIDER:** C 1 India Pvt. Ltd. is an e-commerce service provider appointed by the seller to facilitate virtual auction by the seller. C1 India Pvt. Ltd. will only facilitate online auction and are considered as third party not particularly interested in the item/s being sold on behalf of seller.
- c. **BIDDER:** Any person-as an individual OR a proprietor OR a partner OR a authorized representative of any company OR any legal entity and who is paying the requisite EMD and registered at C 1 India Pvt. Ltd. and who makes or places a bid for and purchases the auction property either in part or in full is considered as a bidder. One individual can represent as a bidder on his own behalf and on behalf of other companies provided he registers himself in those capacity separately, i.e. for each representation he should pay separate Earnest Money Deposit. Successful Bidder is that Bidder in whose name confirmation of sale is issued by the seller. Any bidder who is holiday listed or in a process of holiday listing in BPCL shall not be eligible for participating in the e-Auction.

2. The Auction will be organized only through Internet.
3. Subject to the reserve price, if any, fixed by the SELLER and subject to the Term and Conditions set out herein, sale shall be made to the HIGHEST BIDDER on “AS IS WHERE IS”, “ARISING BASIS” and “NO COMPLAINT” lot basis. The Seller does not undertake any responsibility to procure any permission / license etc., in respect of the auction property offered for sale.
4. SELLER reserves the right to modify and amend the Terms & Conditions and announce the same at any time before the auction concludes. Announcements during the auction on the website including announcement of any additional conditions OR correction in the catalogue and / or additions or deletions of items being offered for sale are being done with the consent and knowledge of the seller, and it is binding on the bidder.
5. Seller / C 1 India Pvt. Ltd. does not give warranty or guarantee of the quality, quantity, measurement, condition, chemical composition of each individual item/s or lot/s that form the auction item and about its “End Use” or fitness for a particular purpose.
6. The highest bidder does not get any right to demand acceptance of his offer. SELLER reserves the right to accept / reject / cancel any bid, withdraw any portion of the Auction Property at any stage from Auction even after acceptance of bid/ issue of delivery order or release order/ Authority letter / deposit of full value by successful bidder without assigning any reason thereof. In the event of such rejection/cancellation/withdrawal, SELLER, shall refund the value of Auction Property, if paid for, to the successful bidder. SELLER shall not be responsible for any damages/loss whatsoever to the successful bidder on account of such withdrawal.
7. **No interest money shall be paid on EMD amount so deposited with BPCL.**
8. In the event of failure on the part of the successful bidder to fulfill his contractual obligations, seller / C 1 India Pvt. Ltd. Reserves the right to forfeit the EMD & debar such bidder from participating in any future auction conducted

by C1 India Pvt. Ltd. on behalf of seller.

9. All other terms and conditions as specified from time to time by BPCL and C 1 India Pvt. Ltd. Will apply.

10. PARTICIPATION:

For bidding at our e-Auction, the intending participants are requested to log on to website <https://bpcl.c1auctions.com> Prior to the final auction all bidders are requested to read and familiarize themselves with the BIDDING PROCEDURE & INSTRUCTIONS as per Annexure-C, which should also be signed and stamped and sent to BPCL Mumbai Refinery, Mahul.

11. the login ID/Password will be e-mailed by M/s. C 1 India Pvt. Ltd. by, through our secured server to your valid and confidential email id provided by you in ANNEXURE "A". On receipt of the passwords a confirmatory e-mail will have to be sent back to us that you have received the login/password, please do not disclose your login / password in the confirmatory mail. On receipt of this confirmation you will then be enabled and activated for bidding. Please do not reveal / pass your Login ID and Password to any other person/s. It is your personal property and we will not be responsible for any leakage or misuse or illegal use of your User ID and Password. Nevertheless, you will be held personally liable to the Seller and the Auctioneers for any misuse or illegal use of your User ID and password by other person/s and any successful transaction online by such unauthorized person due to your negligence will be considered as your own transaction and you will be required to fulfill the contract as per terms and conditions of the sale.
12. To enter the E-auction website on <https://bpcl.c1auctions.com> and get the bidding screen kindly refer to Annexure-C on bidding procedure & instructions. The auto extension feature gives equal opportunity to all bidders to place their bids in the closing minutes of the auction. For details on auto extension refer to Annexure-C. Hence bidders are requested to stay tuned to the end of the auction even after the auction closing time in case the auction gets extended due to auto extension till the bidding screen closes. Please do not wait till last few seconds, but enter your bid at least 1 minute before end time. Confidential instructions can also be given to the web site to carry out secure and confidential Auto bid. (Refer to Annexure- C for instruction of Auto bid.)
13. Once the bids are posted during the online auction, they cannot be revised downwards which may kindly be noted. Every bidder is under obligation to buy the material at the price he bids, should the material be offered to him at that price. If any bidder to whom the material is offered at his bid price fails to effect the payment or other payments or carry out the clearances of material within the prescribed time frame or does not fully comply with the terms and conditions of the auction as displayed on the website, the EMD and any other payment made by him will be forfeited. This condition is applicable to all bidders. The seller is at liberty to offer and / or sell such material to another party of his choice or even retain it in such case.

ANNEXURE - 2

GENERAL CONDITIONS OF SALE/DISPOSAL

1. Participation in e-auction will mean that the party has inspected the facilities / materials / lots / nos. available for sale / disposal at site as per auction details in Table-A [Part-1] on as is where is and no complaint basis and is fully satisfied / understood the lot details and site conditions familiarizing himself regarding the condition, size, quantity, quality, weight, numbers etc. of the items available for sale / disposal.
2. No claim shall be entertained in case of any variations in quantities particularly on down ward side or condition / quality / weight / numbers of the materials etc. at the time of upliftment which may kindly be noted.
3. There can be only one H-1 bidder per lot / item at any given time. If more than one bidder bid, same value for an item / lot, the bidder who quotes the highest price first as per the server time is considered as the H-1 bidder for that lot / item.
4. The sale proceeds submitted by the H1 bidder shall not be refunded in any case. Therefore it is in the interest of the bidder to uplift the material as per the schedule given in Annexure "3".
5. C 1 India Pvt. Ltd. shall be our e auctioneer for the subject e-auction.
 - a. C 1 India Pvt. Ltd. runs its business on the basis of a robust Web Site. However, C 1 India Pvt. Ltd. is outsourcing server space from a third party hosting company and hence shall ensure the smooth running in all good faith and intention. However, BPCL / C 1 India Pvt. Ltd. will not be held responsible for any failure of power, network, server, hosting server, internet connectivity, ISP or otherwise at Bidder's end or at BPCL / C 1 India Pvt. Ltd. directly or indirectly effecting On-line method of Bidding.
 - b. C 1 India Pvt. Ltd. takes no responsibility of the quality, quantity, documentation details of buyers/sellers. Both the buyers & sellers agree to defend indemnity and hold harmless, C 1 India Pvt. Ltd. from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall C 1 India Pvt. Ltd. be liable for any loss for the transactions by business, revenues, profit, costs direct and incidental, consequential or punitive damages of any claim. Both the parties agree to have discussed all the related matter regarding this transaction and have understood in full that C 1 India Pvt. Ltd. has provided a source of supply and has nothing to do any further especially with regards to quality, warranty, guarantees, delivery schedules, payments, rejections, transportation, legal laws and regulations to be followed from time

to time etc. Since C 1 India Pvt. Ltd. does not possess knowledge base of the commodities under transaction both the parties agree that the matter contained in the materials as a part or as a whole does not violate any applicable law. No complaint will be entertained after the lot is once knocked down. C 1 India Pvt. Ltd. is only an e-commerce service provider, and is not and cannot be a party to or control in any manner any transactions between the seller and the bidder. C 1 India Pvt. Ltd. shall neither be responsible nor liable to mediate or resolve any disputes or disagreements between the Seller and Bidder.

- c. The Seller / Bidder agrees to limit the liability of C 1 India Pvt. Ltd. to them for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs, so that the total aggregate liability of C 1 India Pvt. Ltd. to the Seller/ Bidder shall not exceed its total fee receivable from the Seller / Bidder. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- d. In the event of any dispute with regard to non-lifting / non-availability of inspected materials etc. and forfeiture of 'EMD' by seller. C 1 India Pvt. Ltd. will not be held responsible for the loss/forfeiture.

IN CASE OF ANY ISSUES FACED OR PROBLEM EXPERIENCED DURING AUCTION PLEASE CONTACT THE FOLLOWING :

NAME	ADDRESS	MOBILE NO.	Email ID
	M/s C1 India Pvt. Ltd. Plot No. 68, 03rd floor, Sector - 44, Gurugram, Haryana - 122003.		auctions@c1india.com
Ms. Neeti Bala Chandraa	Gurugram	Mob:- 7291981128/Landline: e:-0124-4302002	neeti.bala@c1india.com
Mr. Sandeep	Gurugram	Mob:- 9050287464/Landline: e:-0124-4302001	sandeep@c1india.com
Mr Chandan Kumar	Gurugram	Mob:- 9015145373/Landline: -0124-4302004	chandan.kumar@c1india.com
Mr. Sachin Shrivastva	Gurugram	Mob:- 8750139866/Landline: e:-0124-4302003	sachin.shrivastva@c1india.com

8. Auction Result:

- a. Auction Result will be declared subject to confirmation from BPCL. The result will be declared within 2 weeks approximate from the date of Auction.
- b. The rate offered by the bidder shall be considered as Basic Price per Unit of the items mentioned or per lot price as mentioned in the e auction. All taxes, Duties, GST, TCS or any other statutory levies or taxes as applicable under the relevant GST act / IT Act or any other act shall be charged extra at the rate prevailing at the time of sale letter/delivery/invoicing. At the time of receipt of payment towards sale of scraps items as mentioned in the tender documents, GST @ 18% will be charged along with 1% TCS. Same shall be adjusted at the time of final invoicing; accordingly differential amount if any shall be refunded / recovered from the bidders. No interest claims shall be entertained by BPCL on account of advance receipt from the bidders.
- c. The present tentative rate of GST is given In Table "A" [Part -2]. However, these Taxes, as applicable shall be on actuals. Tax Collection at Source [TCS] @1% of [basic value + GST] will be charged extra to all Bidders for all items. Successful bidder has to deposit the amount of equal to [basic + GST + TCS]. BPCL would provide Tax Collection Certificate to successful Bidder. In case, TCS is not applicable bidder can take refund from appropriate authority based on TCS Certificate of BPCL.
- d. Please note that taxes/duties, TCS etc. statutory levies shall be as applicable at the time Of sale letter/upliftment/invoicing. Decision in regard to applicability of GST/TCS rates etc. as decided by BPCL would be final and binding to the successful bidder and bidders cannot claim/dispute on this matter.
- e. Any failure to accept the rate of taxes/duties/TCS etc. as may be indicated by BPCL in the sale letter/ at the time of upliftment/ in the invoice, BPCL reserves the right to forfeit EMD and cancel sale letter without assigning any reasons.
- f. The start bid price & increment price have been mentioned vide Table-A (Part-1) which shall be visible to all the bidders on their respective bidding screen for each Lot for which they are qualified to bid. Please note that the first bid that comes in the system should be equal to the start price + one increment or higher than the increment value for each Lot.
- g. Please note that the start bid price is the minimum basic price excluding all taxes etc. and bidders have to put their bids above the start bid price indicated above.
- h. Bidders to note that Start Bid Price provided by BPCL is only to proceed with start of e-auction. It is to be noted that Start Bid Price is not considered as expected sale price. Bidders who are interested to purchase the material are requested to give their best price for the material even in case where there are no competitive bids. BPCL reserves to sell material only when sale price obtained is as per BPCL requirement. Also please note that the Start Price mentioned is only indicative and can be changed on the auction day, based on market conditions.

9. Payment & Delivery:

- a. Successful Bidder [H-1Party] will have to make payment of full Sale value [including GST and TCS as applicable] in the form of NEFT/RTGS mode to following BPCL bank account within a five working days of letter of allotment and uplift the materials by making their own arrangements as specified in Annexure "3" .

Name of the beneficiary: Bharat Petroleum Corporation
Limited A/C number: 22205020115
Bank Name: Standard Chartered
Bank Branch Name: MG Road, Fort
Bank IFS code: SCBL0036001

In case of any delay, prior intimation needs to be sent to BPCL authorities and concurrence should be sought. In case where there is no intimation from the bidder or the bidder does not respond to the follow-ups then the following steps may be taken by BPCL:

- i. Party's EMD will be forfeited.
- ii. Sale letter will be treated as cancelled and Seller shall have the right to dispose off the materials. No claim whatsoever from the said party shall be entertained.
- iii. The party may also be debarred from participation in any future sales/auctions in line with BPCL's Holiday listing Policy.

10. Bidders who will not honor the sale Letter / Authority letter or submit forged/ fake documents shall be put on holiday list in line with BPCL's holiday listing policy as mentioned in the link:

<https://www.bharatpetroleum.com/images/files/holidaylistingpolicyfinal.pdf>

11. The other broad guidelines for the period of holiday listing based on the circumstances under which the bidders can be put on holiday listing are mentioned in the above link. Clause 4.2.12, page no 8, Sr. no.10 of the holiday listing policy of the above link to be read as "withdraws / revises the bid down wards after becoming the H1 bidder"

12. Please note that :

- a. EMD will be refunded after completion on the disposal activity on submission of No Claim Certificate (NCC) within a period of 4 weeks.
- b. Successful party has to make payment in full and in one installment only in cases where unit is lot. No part payments will be allowed.
- c. However in case of arising/ call off basis, payment is to be made for call off quantity.

13. Description of Material Quality & Quantity:

- a. The materials shall be disposed off on "AS-IS-WHERE-IS" and "NO COMPLAINT" basis as per "unit" mentioned in catalogue such as MT (Metric Ton), Lot & No. (Number/s) etc.

- b. Numbers, quantities and nature of material given in the catalogue are approximate / indicative only and the materials will be sold without any regard or consideration of these numbers or nature of materials and no Warranty or guarantee shall be implied.
- c. The Buyer shall have no right to enforce BPCL to offer additional quantity in case the actual quantity offered is less than the estimated quantity as indicated in Tender catalogue and Buyer hereby waives all rights to make any claims in that respect. BPCL will inform the Buyer about any additional quantity referred above for upliftment before the last upliftment".
- d. The Buyer must uplift the declared quantity within prescribed time limits as mentioned in Sale order.
- e. The sale/disposal offer may be withdrawn by the seller (BPCL) any time and the decision of the seller in this regard shall be final and binding on all.
- f. For material's sold on and "LOT" basis , the above clauses "13-c" & "13-d" shall not be applicable.

14. Removal of Materials:

- a. The Buyer will employ his own labour and means; at his own cost and risk for removal/collection/shifting of scrap, segregation (in case it is required) as per schedule.
- b. The payment of wages/compensation to the laborers will be the sole responsibility of the buyer. The buyer shall ensure that his workmen do not loiter around within the stores area of the factory. They shall not touch any material except those materials shown to them and he will be solely responsible for ensuring that material being loaded is as per his sale order. They shall not be involved in any malpractice/misconduct in BPCL premises. If any of his workmen is even found violating these restrictions as per BPCL rules & regulations as a buyer, the buyer shall be responsible for making good the loss to the owners on which their decision shall be final and binding.
- c. BPCL reserves the right to stop any material from being uplifted if it is disposed off/planned to be disposed off separately or is a part of other tender/sale order, BPCL decision will be final and binding.
- d. Irrespective of the condition of the deteriorated scrap material, choice of size, thickness, condition shall not be criteria for upliftment, Buyer will have to uplift the same as directed by BPCL.
- e. For ongoing sale orders, buyer allotted the sale order in the present tender will be allowed to uplift the balance material after the upliftment of material under existing sale orders (i.e. on First in First out basis) . Buyer will have to load as per priority as decided by BPCL w.r.t. the area/items/location, as per BPCL instruction buyer will plan loading accordingly.
- f. Each truck shall be weighed, both before and after loading on weighbridge and weighment shall be witnessed jointly by officers of BPCL, buyer/ buyers representatives & CISF. Buyer shall note that during the weighment of tare weight

and gross weight on weighbridge, buyer supervisor/owner responsible for uplifting activities shall note down the weight displayed outside the weigh bridge cabin and ensure that net weight is correctly printed on the invoice issued by BPCL. Any discrepancy observed after truck is left the scrap yard, the responsibility of discrepancy shall lie with buyer and buyer shall be answerable for any queries/justification required by BPCL. Such discrepancy shall be considered as misconduct on the part of buyer and BPCL can take suitable action as deemed fit against such buyer.

- g. The buyer shall complete the transaction including collecting the scrap material before 4.00 p.m. on any working day with prior appointment with the concerned department within the stipulated delivery days. The items offered for sale will be handed over to the successful tenderer by BPCL official at site on production of our Authority Letter which will be issued after the payment of total sale price including Taxes & TCS etc.
- h. The Seller reserves the right to unload the vehicles for inspection purpose. If it is suspected at any time that the buyer has loaded the material /materials for which he is not buyer or if the buyer is found to carry excess material than that mentioned in the documents, the company will be within its right to detain the truck, unload the goods at the cost & expenses of the buyer & terminate the contract forthwith and forfeit the EMD, sale value & claim such further losses and damages that may be caused to the Seller.
- i. Any damage to the BPCL (Seller's) or Third Party's properties within Seller's premises during removal of the items will have to be made good by the successful buyer at their own cost. The Seller reserves their right to claim from the buyer any expenses which might have been incurred by it over and above the EMD by way of restoring damages caused to properties belonging to the Seller/Third Parties by the action of such buyer or their men. Until such losses are reimbursed, delivery of the materials old will not be given to the buyer.
- j. Loading/Unloading will be carried out by the buyer at his own costs & risk. All material handling machines/equipment's, tools and tackles, labor, etc. or any other items as may be required to be supplied by party or as insisted by the seller for successful completion of the job will be arranged by the buyers at their own cost. Non-availability of the same will not be considered as a ground for 'Late-Lifting' of the materials.
- k. Scrap material shall be weighed with in BPCL premises in presence of the buyer and seller (BPCL representative) & CISF personal before clearance for dispatch.
- l. For material sold on "call-off & arising basis", BPCL will issue call-off as & when required. However in case BPCL does not issue call off within three months of last upliftment date of previous call off, the sale order shall be treated as closed & EMD Refund shall be processed in such case. The execution period of the sale order shall be maximum of one year duration.

15. Decision in case of disputes:

- a. In case of any dispute regarding the contract, the decision of the Seller shall be final and binding. If there is any dispute as to the last or highest bid or dispute in

identifying the item belonging to particular lot, the dispute shall be determined by the Seller and their decision shall be final and binding to all.

16. Right of Acceptance/Rejection of offer:

- a. The Seller reserves the right to withdraw wholly or partially any or all the items set for sale at any time during the period of contract without assigning any reasons.
- b. The goods are sold subject to the reserve/expected price obtained by the Seller to their satisfaction. The Seller reserves the right to reject any conditional offers.

17. Forfeiture of Earnest Money Deposit:

- a. In case of failure of the buyer to comply with the conditions of the tender / contract, the Seller may at its discretion, terminate the contract and the EMD paid by the buyer will stand forfeited for the breach of contract by the buyer. The lot in question will be re-sold by the Seller, without any reference to the buyer, to any other buyer.
- b. The lots paid for must be completely removed at the buyer's expense within the schedule period specified. If any lot is not removed within this specified period, the Seller may re-sell / re-auction the said lot or portion thereof. The EMD of the lot will stand forfeited in the even to if the buyer not removing the lots within the specified time. The party may also be debarred from participating in any future sales/ auctions in line with BPCL's Holiday listing policy. The party may also be debarred from participating in any future sales / auctions in line with BPCL'S Holiday Listing policy.
- c. In case the bidder backs out from any of the LOT mentioned in which he is H1 bidder, then the complete EMD amount submitted for that Category will be forfeited by BPCL.

18. Termination of Contract: The Seller reserves the right to terminate the contract at any time by giving three days' notice on the following ground.

- a. Unsatisfactory execution or performance of the contract by the buyer.
- b. For improper behave or of the buyer or breach of the terms and conditions of the contract.
- c. Decision of the Seller to terminate the contract shall be final and binding and no claim for damages and compensation shall be entertained. In the event of the buyer or his agent or servant committing or attempting to commit theft, fraud, dishonesty or gross misbehavior in connection with the subject matter of this contract or in any other connection whatsoever concerning the business of the Seller, the Seller will be entitled to terminate the contract forthwith and forfeit the EMD/Sale Value at its sole discretion.
- d. In case of any incomplete job, or only part job done before the schedule time for completion, and if the delays are found to be attributable to the buyer's failures, the seller, i.e. BPCL if not satisfied with their performance, reserves the right to terminate the contract and award the job to any other Contractor at their cost and risk.

19. Passing of Property In the goods:

It is expressly made clear that the property in the goods whether sold by units, weights or lots, whether arranged or otherwise, will remain that of the Seller and will pass on to the buyer only when material is taken out by the Buyer from the factory Premises after getting valid dispatch documents.

20. Safety And General Regulation :

- a. All Safety Regulations as applicable in Mumbai Refinery of BPCL, shall be followed by the buyer and their employees in removing the items. The buyer should obtain suitable Work Permits/Safety Certificates for excavation, hot work etc. from the authorities at site in case it is required. The work in such cases will be allowed to carry out during working hours of the Refinery/ CRDC/MMBPL locations etc. The work should be commenced only after obtaining necessary permission from the Corporation's representative.
- b. The workers employed to carry out the work should observe the Corporation's rules and regulations at the respective places. Successful buyer shall provide necessary personal protective equipment (PPE) to all its workman deployed for scrap loading.
- c. Basic /minimum PPE such as safety shoes, helmet, hand gloves & overcoat/ apron, goggle are must. Cost towards this shall be borne by buyer. Apart from this, in case any additional safety equipment suggested by BPCL safety department in the interest of job/ safety of workman, shall be provided by buyer for safe loading. Utmost care to be taken to avoid any incident/ accident. Job shall be carried out safely.
- d. Any injuries to workers employed by the successful buyer while removal / transport of the items and any risk / liabilities (including under Workmen's Compensation Act etc.) arising out of the same, will be the liability of the buyer and not of the Corporation. The Buyer should also indemnify the Corporation against all liabilities / demurrage claims arising out of non- compliance by the buyer of all statutory requirements currently in force or made applicable subsequently. The successful buyer will keep the Corporation indemnified against all damages/ claims arising of the aforesaid.
- e. All notices, letters sent to the buyer shall be deemed to have been received by him/them within 48 hours from the time of posting if the same are sent at the address given by the buyer. In case of any email communication, it shall be deemed to have been received immediately after it is sent on bidder's E mail address registered with BPCL.
- f. Resale will not be recognized and sale order will be made only in the name of actual successful buyers only.
- g. The buyer shall not been entitled to sell any lot or part of a lot while the goods are still lying within the premises of the Company and no delivery would be effected by the Company to any person other than the buyer whose names are mentioned in the delivery order.
- h. The successful party (Buyer) shall also be liable for any pecuniary liability arising on account of any violation by them of the safety requirements. Should any injury to people or loss or damage due to fire / or accident to any property or a portion thereof occur as a result of failure to comply with such regulations, the buyer shall be held responsible for the consequences thereof and shall keep the company/ seller harmless and indemnified.

21. The detailed item description of the lot along with the upliftment period as per Annexure "3" shall be applicable.

- a. Any change in conditions of sale or additional conditions of sale, if any, will be announced in the following websites.
 - i. <https://c1auctions.com>
 - ii. www.bharatpetroleum.com-->EnergizingBusiness-->Tenders
→Search Tender by Category→ Refinery Others

The list of disposal items and their location with address / contact person and their Tel. No. and EMD details etc. are provided at TABLE-A [Part – 1]

The lot location with quantities / auction start time / Auction close time / start bid Price / bid increment value etc. details are provided in TABLE-A [PART – 1]

The tentative GST details are provided in TABLE-A [PART – 2]

22. The decision of seller is final and binding in all matters related to this sale.

23. Price Validity Clause : The Validity period of the offer is 90 days from the date of e-auction. In case of upliftment on call off basis, the validity of price quoted shall remain till the entire Lot has been uplifted by buyer.

24. Successful parties may note that:

- (a) Item once sold cannot be taken back or exchanged. In case any successful bidder withdraw their bid either prior to our issue of acceptance letter or afterwards, the Seller will be at liberty to resell the items to any person of their choice at the risk and cost of the original successful bidder.
- (b) Resale, transfer on assigning the un-removed/non dismantled material to any other party will not be allowed until the materials are removed from our premises.
- (c) Any damage to the Corporation's/Railway's or Third Party's properties during removal of the items will have to be made good by the successful tenderer at their own cost. The Corporation reserves the right to claim from the tenderer any expenses which might have been incurred by it over and above the EMD by way of restoring damages caused to properties belonging to the Corporation/Railways/Third Parties by the action of such tenderer or their men.

25. The Corporation reserves the right to accept or reject any tender in part or completely to suit their convenience without assigning any reasons whatsoever.

The entire job of upliftment must be completed as per schedule as mentioned in Annexure - C. However under exceptional circumstances buyer may be allowed to complete the job of upliftment but not later than 4 weeks from the last date of upliftment mentioned in the sale order with penalty for delayed upliftment @ 2% per week along with GST @18%. In case buyer fails to do upliftment even after this period, following actions shall be initiated,

- Party's EMD shall be forfeited.
- Sale letter shall be treated as cancelled and Seller shall have the right to dispose off the materials. No claim whatsoever from the said party shall be entertained.
- The party shall be debarred from participation in any future sales/auctions in line with BPCL's Holiday listing Policy.

26. **ARBITRATION CLAUSE:**

Any dispute or difference whatsoever arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, interpretation, application, meaning, scope, operation or effect of this contract or termination thereof shall be referred to and finally resolved through arbitration as per the procedure mentioned herein below :

- (a) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator.
- (b) The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time.
- (c) The Seat of arbitration shall be at Mumbai
- (d) The proceedings shall be conducted in English language
- (e) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator.

*SCOPE indicated above refer to 'Standing Conference of Public Enterprises'.

Annexure- 3 Special terms and conditions for sale of scrap

Sr. no.	Details	Time limit
1	Time limit for EMD refund when bidder is not H1 for any lot in the current auction.	4 weeks from completion of auction
2	Time limit for EMD refund when bidder is H1 for any lot in the auction	Within 4 weeks from completion of sale on submission of No Claim Certificate.
3	EMD of the unsuccessful lots	EMD of unsuccessful lots will not be adjusted against the successful lots. EMD's will be refunded to the bidder within 4 weeks of completion of auction. Bidder to make full Payment for the Lots where he is H1.

Annexure–A : Bidding procedure and Auction guidelines

A. Steps for Actual Bidding Procedure:

1. Go to <https://bpcl.c1auctions.com>
2. Enter “Login ID “and“ Password”.
3. When a bidder logs in for the first time for the particular auction, bidder has to accept to the Terms & Conditions. (After accepting to the terms & conditions of the company only you can be able to bid)
4. After accepting to the terms you will be taken to the auction-listing page where you will be able to see all the details about the auctions.
5. Click on Auction Room link on the top of this page. This will take you to the Bidding Page. A separate Window opens which is the Bid room.
6. Now Start Bidding. You can either Bid Manually OR can use Auto-Bid .(In Auto bid, the computer will bid on your behalf up to that value you given).
7. In the Manual Bid option, you can put your bid in the text box available for each item and submit it every time. A bid confirmation pop up box will appear to confirming whether you want to go ahead with the bid posted or not. If you confirm the bid, your bid will be posted If your bid is accepted, that will be displayed in “My Last Accepted Rate” column on your right side screen. Also the highest bid amount will be displayed in “H1 Rate” column. If you are the highest bidder at the time, “Your Rank” column will be highlighted with “green” background with rank mentioned as 1 (which is indicative that you are H1 i.e. the highest bidder for that particular item at that point of time)..
8. During the auction, the current highest bid of the bidder, the bid status and the bid history can be viewed on the screen all the times. Bids can be placed at the specified time mentioned during the auction day.
9. For Auto Bid, Click on the “Auto Bid” icon related to the item you want to bid. It will open a small window where you can place your “auto bid”.
The starting bid amount in “Lower Limit” text box will be the Opening Price One Increment or the H1 Price at that point of time. Enter the maximum amount in the “Upper Limit” text box. Submit your auto bid after filling the upper limit.
10. You can see your Bid Value and the Highest Bid Value for a particular lot after bidding once.
11. There is Auto Time Extension will be done by the system. If any bidder post his bid in the last 10 minutes of the auction closing time, the auction will be extended automatically for further 10minutes.

Special Note: Bidders are requested to check the Bid Entry in words & figures before confirming it. Any wrong bids will lead to forfeiture of Earnest Money Deposit (EMD) and said lot will be re-auctioned and the bidder is liable to be barred from the future bidding if any.

B. E-Auction Guidelines

BPCL shall finalize the disposal of the item (Lot) against this Tender through e-auction mode. BPCL has made arrangement with M/s. C 1 India Pvt. Ltd., who shall be BPCL's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same.

1. E-Auction shall be conducted by BPCL, on pre-specified date and time, which the bidders shall be quoting from their own offices / place of their choice. Internet connectivity shall have to be ensured by bidders themselves. In extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility /decision to send fax /e-mail communication immediately to M/s. C 1 India Pvt. Ltd., furnishing the price the bidder wants to bid online with a request to upload the faxed price online so that C 1 India Pvt. Ltd. will upload that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to C 1 India Pvt. Ltd. has to solely ensure that the fax message is received by C 1 India Pvt. Ltd. in a readable / legible form and also the bidder should simultaneously check up with C 1 India Pvt. Ltd. about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded by C 1 India Pvt. Ltd. only within the closure of Bid time for that particular Lot and under no circumstance it shall be allowed beyond the closure of Bid time for that particular Lot. It shall also be noted that C 1 India Pvt. Ltd. should be given as on able required time by the bidders, to upload such prices online and if such required time is not available at the disposal of C 1 India Pvt. Ltd. at the time of receipt of the fax message from the bidders, C 1 India Pvt. Ltd. will not be uploading the prices and either BPCL or C 1 India Pvt. Ltd. are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-auction successfully. Failure of power at the premises of bidders during the e-auction cannot be the cause for not participating in the e-auction. On account of this, the time for the e-auction cannot be extended and neither BPCL nor C 1 India Pvt. Ltd. is responsible for such eventualities.
2. Starting Bid / Bid Increment: The opening price and the bid increment value for the respective Lot has been mentioned in Table-A [Part-1].BPCL reserves the right to revise the start bid price at the time of auction.
3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding and evaluation will be conducted in Indian Rupees (INR) of the item / Lot. The price bid placed during the "e-Auction" shall be "Rate per Unit" against each Lot.
4. At the end of the e-auction, bidder has to provide the Price Confirmation for his valid highest offer submitted in the e-Auction, as per BPCL's format, immediately after the completion of the e-Auction.

5. **Procedure of e-Auction:**

- i. The start bid price & increment price have been mentioned in Table-A [Part-1] which shall be visible to all the bidders on their respective bidding screen for each Lot for which they are qualified to bid. Please note that the first bid that comes in the system should be equal to the start price + one increment or higher than the increment value for each Lot. The second online bid and onwards for any particular Lot will have to be higher than the H1 rate by the minimum increment value, or higher than the increment value.
- ii. E-Auction shall be for a period as mentioned in the tender document for all the items/Lots in this e-auction. If a bidder places a bid in the last 10 minutes of closing of the e-Auction and if that bid gets accepted, then the duration for that particular Lot shall get extended automatically for another 10 minutes, from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 10 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of any particular Lot, the time shall get closed automatically without any extension for that particular Lot. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto- extension period to avoid complications related with internet connectivity, net work problems, system crash down, power failure, etc.
- iii. The Bidder who has submitted the EMD for any category can bid for all LOTS mentioned under this category. In case the bidder is H1 in any or more categories, he has to uplift the said LOT as will be confirmed by BPCL at its discretion. In case the bidder backs out from uplifting this LOT, then the whole EMD for that category will be forfeited by BPCL.
- iv. Auto Bidding: Auto Bidding feature is a feature to safe guard the bidder's interest of any Internet failure or to avoid last minute rush. This feature allows Bidders to place an automated bid against other Bidders in an auction for each Lot and bid without having to enter a new amount each time a competing Bidder submits a new offer for any particular Lot.

The bid amount that a Bidder enters is the maximum at that point of time that the Bidder is willing to offer for a particular Lot. Here the software bids on behalf of the supplier.

The auto-bid amount is the maximum amount that the Bidder is willing to offer. During the course of bidding, the Bidder cannot delete or change the amount of an Auto Bid.

Bids are submitted in increments (increasing bid amounts). The application automates auto bidding by processing auto bids automatically, according to the increment that BPCL originally established when creating the auction, submitting offers to the next bid increment each time a competing Bidder bids, regardless if competing bids are submitted as auto or manual bids.

6. Successful bidder shall be required to submit the final prices, quoted during the e-Auction in the Format provided to you after the completion of Auction to C 1 India Pvt. Ltd., duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction immediately after the completion of the Auction.
7. Your bid will be taken as an offer to collect the items mentioned in that particular Lot. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to collect the item as mentioned above at your final bid price. Should you back out and not agree as per the final rates quoted, BPCL shall take action as appropriate, including for feature of EMD for the item category.
8. After the receipt of the EMD and other required documents, the bidder shall be assigned a Unique User Name & Password by C 1 India Pvt. Ltd. The bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from C 1 India Pvt. Ltd. to ensure confidentiality. All bids made from the Login ID given to them will be deemed to have been made by their company.
9. The bidders will be able to view the following on their screen along with the necessary fields in the e-Auction:
 - a. Highest Bid (H1unitRate) in the Auction for the Lots for which they are qualified to bid.
 - b. Bid Placed by them (Unit Rate).
 - c. Their Own Rank (H1, H2, H3.... etc. where H1 would be the highest bidder, H2 would be the second highest bidder and so on....)
 - d. Opening unit Price & Bid Increment value for each Lot.
10. At the end of the e-Auction, BPCL will decide upon the successful bidder. BPCL's decision on award of Contract shall be final and binding on all the Bidders. However, sale order for lifting of material will be issued by BPCL after obtaining the internal approval from competent Authority.
11. BPCL shall be at liberty to cancel the e-auction process at any time, before disposing, without assigning any reason.
12. BPCL/C 1 India Pvt. Ltd. shall not have any liability to bidders for any interruption nor delay in access to the site irrespective of the cause.
 - Other Terms & Conditions:
 - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other bidders. BPCL shall have the right to seek explanation from the bidders in case IP address of those bidders is found to be same. Action if necessary shall be initiated against such bidders including forfeiting of EMD from such bidders

and holiday listing them for one year from participating future tenders.

- The Bidder shall not divulge either his Bids or any other exclusive details of BPCL to any other party.
- BPCL's decision on award of Contract shall be final and binding on all the Bidders.
- BPCL along with C 1 India Pvt. Ltd. can decide to extend, reschedule or cancel any Auction. Any changes made by BPCL and/or C 1 India Pvt. Ltd., after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- C 1 India Pvt. Ltd. shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- C 1 India Pvt. Ltd. is not responsible for any damages, including damages that result from, but are not limited to negligence.
- C 1 India Pvt. Ltd. will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

13. ONLINE BIDFORM

General description of details available online during bidding to enable bidders to put their prices online are as below.

Lot No.	Item Description	Location	Qty	Unit	Unit Rate in INR (In Fig.)	UnitRate inINR(In Words)
1	As given in Table – A	As given in Table – A	As given in Table – A	As given in Table – A		

Important Note:

1. The bidders have to quote in the "Unit Rate in INR (In Fig.)" column only during the e-auction. The "Unit Rate in INR (In Words)" will be automatically converted by the System.
2. Please note that in case you are H1 in any LOT then it is mandatory for you to submit the total amount to BPCL and uplift the material. Failure to do so will result in forfeiture of EMD for that category.
3. After the bidder submits the bid, confirmation of the price he has quoted for any particular Lot is asked from him twice, after which only the system accepts or rejects his bid based on the Start Price/H1 rate at that point of time/confirming to the minimum incremental value.

Table–A[Part–1] : Auction Lot Details/ Auction timing and Start Bid & Increment value details

Lot no	LOCATION / ADDRESS	ASMA ID	BRIEF ITEMDESCRIPTION)	Estimated Qty.	Unit	START PRICE (Rs.) (Per Unit)	INCREMENTAL VALUE (Rs.) (Per MT)	AUCTION START TIME	AUCTION CLOSE TIME
1. 24/007	DHS plant-MR	1000007021	Disposal of used/Scrapped/Spent Catalysts	361/-	MT	69,870/-	698/-	11.00 hrs	11.30 hrs
2. 24/008	RMP HCU Plant/Any other Assign Area	1000007025	Mixed Spent ICR 142 NAQ Catalyst	265/-	MT	38,250/-	383/-	12.00 hrs	12.30 hrs
3. 24/009	TGTU/DHT Plant/Any Other Assign Area	1000007027	Scrapped TGTU Spent Catalyst	4.238/-	MT	69,870/-	698/-	13.00 hrs	13.30 hrs
4. 24/010	DHT Plant/Any Other Assign Area	1000007030	Spent Catalyst AL 203 based & Adsorbent	437/-	MT	69,870/-	698/-	14.00 hrs	14.30 hrs
5 24/011	RMP NHGU plant/W/H/any other Assign Area	1000007032	Scrapped NHGU Catalyst	7.531/-	MT	17,000/-	170/-	15.00 hrs	15.30 hrs

TABLE - A (PART-2)

TENTATIVE TAX RATES					
STATE	TAX	MATERIAL	CARS/VEHICLES	CARS/VEHICLES(AS SCRAP)	BARRELS
ALL	IGST	18.00%	28%	18.00%	18.00%
	CSGST	9.00%	14%	9.00%	9.00%
	SGST	9.00%	14%	9.00%	9.00%

The above mentioned tax rates are tentative and BPCL reserves the right to apply the rates applicable for ferrous and Non-ferrous items, which will be informed during the auction.

ANNEXURE - C

Sr. No./ T.No.	Material Description of Lots under e-Auction	Estimated Qty.
<p>1. (24/007 (ASMA - 7021)</p>	<p>Disposal of used/Scrapped/Spent Catalysts containing Molybdenum ,Nickel cabalt etc. from DHD S plant from Bed-1, Bed-2 & Bed-3 of 120-R-101 at BPCL Mumbai Refinery on As is where is basis Clean Sweep and No complaint basis.</p> <p>Total weighment of Spent Catalyst wth drums are 361 M.T.Nos of drums are 2400 approx, Vendor shall quote price of spent catalyst inclusive of drum weight</p> <p>Quantity is approximate & may vary+/- 20% is applicable</p> <p>Location : DHS plant-MR</p> <p><u>Payment Terms :</u></p> <p>1st & final call off 361 M.T. - Full payment within 05 working days from the date of letter of allotment / call off by BPCL</p> <p><u>Upliftment Period :</u> 30 Working Days from date of issue of Sale Order by BPCL.</p>	<p>361 MT</p>
<p>2. 24/008) (ASMA : 7025</p>	<p>Mixed Spent ICR 142 NAQ Catalyst</p> <p>Location RMP HCU Plant/Any other Assign Area</p> <p>Total weighment of Spent Catalyst wth drums are 265 M.T. Nos of drums are 1800 approx, Vendor shall quote price of spent catalyst inclusive of drum weight</p> <p>Quantity is approximate & may vary+/- 20% is applicable</p> <p><u>Payment Terms :</u></p> <p>First and Final Call Off shall be 265 MT:- - Full payment within 05 working days from the date of letter of allotment</p> <p><u>Upliftment Period :</u> 30 Working Days from date of issue of Sale Order by BPCL.</p>	<p>265 MT</p>
<p>3. 24/009 ASMA 7027</p>	<p>Scrapped TGTU Spent Catalyst</p> <p>Location TGTU/DHT Plant/Any Other Assign Area</p> <p>Total weighment of Spent Catalyst with drums are 4.2381 M.T. Nos of drums are 40 approx, Vendor shall quote price of spent catalyst inclusive of drum weight</p> <p>Quantity is approximate & may vary+/- 20% is applicable</p> <p><u>Payment Terms :</u></p>	<p>4.238 MT</p>

	<p>First and Final Call Off shall be 4.238 MT:- - Full payment within 05 working days from the date of letter of allotment</p> <p>Upliftment Period : 30 Working Days from date of issue of Sale Order by BPCL.</p>	
<p>4 24/010 ASMA 7030</p>	<p>Spent Catalyst AL 203 based & Adsorbent</p> <p>Location DHT Plant/Any Other Assign Area</p> <p>Total weighthment of Spent Catalyst with drums are 437 M.T. Nos of drums are 2419 approx, Vendor shall quote price of spent catalyst inclusive of drum weight</p> <p>Quantity is approximate & may vary+/- 20% is applicable</p> <p><u>Payment Terms :</u></p> <p>First and Final Call Off shall be 437 MT:- - Full payment within 05 working days from the date of letter of allotment</p> <p>Upliftment Period : 30 Working Days from date of issue of Sale Order by BPCL.</p>	437 MT
<p>5 24/011 ASMA 7032</p>	<p>Scrapped NHGU Catalyst</p> <p>Location RMP NHGU plant/W/H/any other Assign Area</p> <p>Total weighthment of Spent Catalyst with drums are 7.531 M.T. Nos of drums are 45 approx, Vendor shall quote price of spent catalyst inclusive of drum weight</p> <p><u>Payment Terms :</u></p> <p>First and Final Call Off shall be 7.531 MT:- - Full payment within 05 working days from the date of letter of allotment</p> <p>Upliftment Period : 30 Working Days from date of issue of Sale Order by BPCL.</p>	7.531 MT

Disclaimer

Quantities mentioned above are estimated quantities based on fresh catalysts loaded.

Quality of various grades mentioned above are based on the fresh catalyst loaded and composition is based on typical composition given in MSDS of the concerned fresh catalysts. Since catalyst off-loading is using vacuum from the top, mixing is likely to occur and catalysts are not regenerated. Due to the constraints while off-loading catalyst, some quantity of the ceramic balls is already mixed with the catalyst. The Actual quantity of the catalyst offloaded may vary +/- 15 %.

Catalyst is already unloaded and kept in the drums. In addition to the loaded quantity of catalyst, there will be coke generation during operation of the unit by virtue of the unwanted side reactions. Hence off-loaded catalyst will be having coke deposition over it.

Presently the catalyst is unloaded from the reactors and stored in metallic drums. Wooden pallets on which drums are kept are not for sale. These spent catalyst are stored in drum of 200 liter capacity adhering to UN3190 standards, and drums would be sealed & labeled / tagged with identification.