



**BUSINESS RULE, TERMS & CONDITIONS OF ONLINE FORWARD AUCTION FOR USED BATTERIES AT BPCL CCK PIPELINES-COCHIN TERMINAL**

<b>SELLER NAME</b>	M/S BHARAT PETROLEUM CORPORATION LTD. CCK PIPELINES,COCHIN TERMINAL SEAPORT-AIRPORT ROAD IRIMPANAM-682 309 PH:9446427555
<b>AUCTION TO BE CONDUCTED BY</b>	M/s.C1 India Pvt Ltd   Gulf Petro Chem Building,   Building No. – 301, 1st Floor,   Udyog Vihar Phase – 2   Gurgaon   INDIA Cell: +91-7291981128/27   Phone: +91-124 430200/2002  Auction portal :- <a href="https://bpcl.c1auctions.com">https://bpcl.c1auctions.com</a>
<b>DATE OF AUCTION</b>	Online Auction Date : -- 13-09-2022—[11:00hrs-13:00hrs] Online Forward Auction:- 2.00 hr. (5 Minutes from bid time Auto Extension Unlimited)
<b>DOCUMENTS ATTACHED</b>	<ol style="list-style-type: none"> <li>1) Services Description <b>Annexure I</b></li> <li>2) Process Compliance Form <b>Annexure- II</b></li> <li>3) Price Confirmation <b>Annexure- III</b></li> <li>4) Contact Information</li> </ol>

***Schedule of Program***

Last date for Inspection of materials	By 09.09.2022 [09:00 AM to 4:30 PM on any working day]
Venue of Inspection	Bharat Petroleum Corporation Limited Pipelines - Kochi Terminal, Seaport - Airport Road, Irimpanam P.O., Kochi - 682 309
Earnest Money Deposit-EMD (interest free)	As per TABLE – A [PART – 1]
Last date of EMD payment through NEFT/RTGS	By 09.09.2022, 05:00 PM
Document submission date	By 09.09.2022, 05:00 PM
Online Training to all eligible bidders	12.09.2022
Auction date and time	13.09.2022, 11.00 HRS onwards



**Special Notes:-**

**1.The sale will be through online auction only.**

**Once bids submitted are given during the online auction, they cannot be revised downwards which may kindly be noted.**

- 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 fully satisfied / understood the lot details and site conditions himself regarding the condition, size, quantity, quality, weight, numbers etc. of the items available for sale / disposal.
- No claim shall be entertained in case of any variations in quantities particularly on down ward side or condition / quality / quantity/ weight / numbers of the materials etc. at the time of upliftment which may kindly be noted.
- 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.

M/s. C1 India Pvt Ltd shall be our E auctioneer for the subject e-auction.

**2.Earnest Money Deposit (EMD) :**

All EMDs should be directly submitted to BPCL through NEFT/RTGS mode to Bank Account for which account details will be provided after confirmation of Customer code.

*The EMDs not received at BPCL by due date & time will not be considered for auction. Any delay in receipt of EMD will not be considered.*

- Unless Earnest Money Deposit is paid through NEFT, RTGS &, Annexure A along with required documents, Annexures are deposited to BPCL in advance, as per schedule, participation is not allowed.

Amount of EMD is as per Table-A [Part-1].

- For participating at our e-Auction, the intending bidders shall pay refundable Earnest Money Deposit (EMD) by NEFT/RTGS as mentioned against each Category mentioned in Table-A [Part-1] on or before **5:00 PM on 09.09.2022**. No interest is payable for the deposit amount held by us.
- The EMD payments of unsuccessful bidders shall be returned by NEFT without any interest subsequently within 6 weeks approximate. No interest will be payable for such refunds. In case of any undue delay in refund of cheque due to unforeseen reasons at BPCL end or due to any postal/courier delays BPCL is not liable for any claims of interest or any disputes arising out of this. Therefore, parties are requested to take note of this.
- The successful party will be advised the outcome of the e-auction result by issuing a letter of allotment within a reasonable time, i.e. 1 month approximate after the e-



auction after getting internal approvals. The successful party's EMD will be refunded only on completion of the job to the full satisfaction of the Corporation & submission of No claim certificate. No claim certificate is to be submitted personally on last date of upliftment so that sale order closure & EMD refund activity can be processed on priority

**3.Description of Materials and Quality and Quantity:**

- The materials shall be disposed off in "AS-IS-WHERE-IS" and "NO COMPLAINT" basis as per unit mentioned such as MT, Lot, and No etc.
- 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. Since the quantity is approximate, BPCL reserves the right at the time of issue of Sale Order to direct the successful Bidder to deposit additional amount equivalent to 20% of the tender quantities at the same Unit Price as indicated in the Sale Order to take care of any upward variations at the time of upliftment of materials. In case of actual quantities going downward, the amount paid will be adjusted and returned to the successful Bidder (without any interest) by cheque. EMD payment retained cannot be adjusted against additional quantities at the time of upliftment which may please be noted. Buyer has to lift the allotted quantity (+20%) after doing RTGS payment within upliftment date. Buyer shall have no right to refuse the additional quantity up to +20% of estimated quantity so offered by BPCL for upliftment on any grounds and refusal to do so shall attract appropriate action as applicable for breach of the Tender Terms. Also, Buyer shall have no right to enforce BPCL to offer additional quantity in case the actual quantity offered is up to -20% of estimated quantity 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".
- 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 here by waives all rights to make any claims in that respect. BPCL will inform the buyer about any additional quantity referred above for upliftment before last upliftment.
- The Buyer must uplift the declared quantity within prescribed time limits(02 weeks as mentioned in sale order.
- The sale/disposal offer may be withdrawn by the seller any time and the decision of the seller in this regard is final and binding on all.
- Each truck shall be weighed, both before and after loading on weighbridge and weightment shall be witnessed jointly by officers of BPCL, buyer/ buyers representatives.
- *The materials will be available for inspection at the respective site on production of this catalogue to Staff on duty on any working day and time specified in this catalogue till **09.09.2022 up to 4:30 PM** with prior appointment.*



#### **4.PARTICIPATION:**

For bidding at our e-Auction, the intending participants are requested to logon 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 **Clause No.16** which should also be signed and stamped and sent to us along with **Annexure-I,Annexure-II, and EMD.**

All those who wish to participate in the e-Auction, should deposit the following documents as per schedule mentioned on first page.

- **self-certified copies of PAN card , GSTN registration. Certificate along with address copy, wherever applicable**
- **Notarized Self-attested Copies of valid Kerala State pollution Control Board (KSPCB)/ Central Pollution Control Board (CPCB)/ State Pollution Control Board (SPCB) certificates in case of Lead waste/ E waste/ nonferrous metal waste /used/waste oil lots by authorized recyclers/re processors are mandatory.**
- **notarized self-certified copies KSPCB/ CPCB/ SPCB authorized letters and other documents - Annexure-I and Annexure-II with sign and seal should reach at the following address:**

**Mr. Ebin K Paul**  
**Asst. Manager (Ops.)**  
**Bharat Petroleum Corporation Ltd.**  
**Pipelines - Kochi Terminal,**  
**Seaport - Airport Road,**  
**Irimpanam P.O., Kochi - 682 309**

#### **5.Auction Result:**

- Auction Result will be declared subject to confirmation from BPCL. The result will be declared within 2 weeks approximate from the date of Auction.
- 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 used Batteries 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 customers. No interest claims shall be entertained by BPCL on account of advance receipt from the customers.
- 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.
- Please note that taxes/duties, TCS etc. statutory levies shall be as applicable at the time



of sale letter /upliftment / invoicing. Decision is 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.

- 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.

#### **6.BIDDING SCREEN:**

- The start bid price & increment price have been mentioned vide Table-A (Part-1) which shall be visible to all the bidders on the irrespective 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.
- 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. BPCL reserves the right not to sell at the highest offer received during the auction in case their expected reserve / target price is not achieved or for any other reasons.
- 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. Customers 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.

#### **7.Payment & Delivery:**

- Successful Bidder [H-1 Party ] will have to make payment of full Sale value [including GST and TCS as applicable ] by NEFT/RTGS Transfer in below account number, **within 2 weeks of Sales order / intimation of bid acceptance and uplift the materials by making their own arrangements within 2 weeks of sale Invoice issued by BPCL.** In case of any delay in making payment beyond stipulated time as mentioned above, prior intimation needs to be sent to BPCL authorities and concurrence should be sought. In case where there is no intimation from the customer or the customer does not respond to the follow-ups then the following steps may be taken by BPCL.
- 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 customer or the customer does not respond to the follow-ups then the following steps may be taken by BPCL:
- Party's EMD will be forfeited.
- 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.
- The party may also be debarred from participation in any future sales / auctions for one year.



- The party may also be debarred from participation in any future sales/auctions in line with BPCL's Holiday listing Policy.
- Bidders must ensure that the inspection of used Batteries at location is carried out thoroughly before quoting in auction. Common understanding on quantity of used Batteries has to be reached before the bidder submits the bid. No claims will be entertained post bidding and at the time of lifting the material. In case of any dispute the matter should be resolved directly with the location.
- 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>

- 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 downwards after becoming the H1 bidder"

Note that

EMD will be refunded after completion of the disposal activity on submission of No Claim Certificate (NCC) within a period of 6 weeks.

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.

However in case of arising/ call off basis, payment is to be made for call off quantity.

#### **8. Removal of Materials:**

- The Buyer will employ his own labor and means; at his own cost and risk for removal/collection/shifting of used Batteries, segregation in case it is required as per schedules and 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. 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. Irrespective of the condition of the used Batteries, choice of quantity, quality shall not be criteria for upliftment, Buyer will have to uplift the same as directed by BPCL. 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. 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. 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. 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.

- The buyer shall complete the transaction including collecting the used Batteries 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.
- 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.
- Any damage to the 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 the 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 material sold will not be given to the buyer.
- 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.
- *Scrap material/used Batteries shall be weighed as far as possible within BPCL premises in presence of the buyer and seller (BPCL representative) before clearance for dispatch. In case there are no facilities for weighing in sellers premises, the purchaser shall arrange for weighing in an approved weighing machine at his cost as directed and to be witnessed by the purchaser's representative.*
- 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.





**9. Decision in case of disputes:**

- 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.

**10. Right of Acceptance/Rejection of offer :**

- 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.
- 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.

**11. Forfeiture of Earnest Money Deposit :**

- 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.
- 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 event of 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.
- 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.

**12. Termination of Contract:**

*The Seller reserves the right to terminate the contract at any time by giving 'three days' notice on the following ground.*

- Unsatisfactory execution or performance of the contract by the buyer.
- For improper behavior of the buyer or breach of the terms and conditions of the contract.
- 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.
- 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.

### **13. 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. **The Seller-BPCL is not responsible for any issues/disputes after the material is taken out by the Buyer from the factory Premises.***

### **14. General:**

- All Safety Regulations shall be followed by the buyer and their men in removing the items. Also the buyer and their men will be neither allowed to carry lighters nor to smoke inside the premises. They 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 CCKPL. The work should be commenced only after obtaining necessary permission from the Corporation's representative. 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 used Batteries loading.
- Basic /minimum PPE such as safety shoes, helmet, hand gloves & overcoat/ apron 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.

#### **A). COVID-19 Clause :**

- Trucks and loaders have to be cleaned and thoroughly sanitized before entering the premises of the corporation.
- All personal of the buyer who comes into the premises of the company will be screened for a rise in temperature above 37 degrees Centigrade. Those having temperature above 37 degree C will not be allowed to enter.
- All the personal of the buyer should always wear a new 3 ply surgical mask, which is changed every day. In location, they should follow all the guidelines as prescribed by the Ministry of Health and Family welfare pertaining to the prevention of COVID 19 virus spread like social distancing from others, frequent hand washing, not spitting in the premises etc.
- Only one person should be allowed to interact with the concerned BPCL official. Others should not wander around the area and should be near the truck and loaders.
- They should not leave/dump anything in the company premises, that they have brought from outside.



- 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.
- 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.
- Resale will not be recognized and sale order will be made only in the name of actual successful buyers only.
- The buyer shall not be titled to resell 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. 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.
- *The detailed item description of the lot along with the upliftment period as per Annexure "1&2" shall be applicable.*
- Any change in conditions of sale or additional conditions of sale, if any, will be announced in the following website.  
<https://bpcl.c1auctions.com>
- The list of disposal items and their location with address / contact person and their Tel. No. and EMD details etc. are provided at TABLE-1, Table-A [Part – 1,,3 ]
- The lot location with quantities / auction start time / Auction close time / start bid Price / bid increment value etc. details are provided in Table – 1, TABLE-A [PART – 1,3]

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

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

The Validity period of the offer is 90 days from the date of e-auction. BPCL may ask extension of validity of offer beyond 90 days in case there is need for the same & same is to be agreed by bidder.



**B.) Successful parties may note that:**

- 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.
- Resale, transfer on assigning the unremoved / non dismantled material to any other party will not be allowed until the materials are removed from our premises.
- Any damage to the Corporation'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/Third Parties by the action of such tenderer or their men.
- *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 point no 8.1 above. However under exceptional circumstances buyer may be allowed to complete the job of upliftment but not later than 2 weeks from the date of sale invoice 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.

**15. 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 Kochi.*
- (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'.**

Special terms and conditions for sale of Used Batteries:

Sr.	Details	Time limit
1	Time limit for EMD refund when bidder is not H1 for any lot in the current auction	6 weeks from completion of auction
2	Time limit for EMD refund when bidder is H1 for any lot in the auction	Within 6 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 customer within 6 weeks of completion of auction. Customer to make full payment for the Lots where he is H1.

## **16. Business Rules For Forward Auction**

### **A). GENERAL TERMS AND CONDITIONS OF FORWARD AUCTION**

Against this Enquiry for the subject services with detailed scope of work as per our specification, BPCL desires to conduct a "FORWARD AUCTION PROCEDURE" i.e. **ONLINE BIDDING on INTERNET.**

- For the proposed Forward auction, technically and commercially acceptable bidders only shall be eligible to participate.
- BPCL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
- BPCL will inform the vendor in writing for Forward auction, the details of service provider to enable them to contact and get trained.
- Business rules like event date, time, start price, bid Increment, extensions, etc. also will be communicated through service provider for compliance.
- Vendors have to send the e-mail the compliance form in the prescribed format (provided by service provider) before start of Forward auction. Without this the vendor will not be eligible to participate in the event.
- Forward auction will be conducted on schedule date & time.
- At the end of Forward auction event, the highest bidder value will be known on the network.
- **The Highest bidder has to email the duly signed filled in prescribed format as provided on package wise basis to BPCL through service provider within 01 hour of auction without fail.**
- In case, successful bidder for any Package is not finalized due to failure of Forward Auction, that package will be cancelled .Forward Auction process for next tenders shall be taken up.
- **The Forward auction will be treated as closed only when the bidding process gets closed in all respects for the services listed in the tender.**



**B).Business Rule for finalization of the contract.**

BPCL shall finalize the procurement of the services against this Tender through Forward auction mode. BPCL has made arrangement with M/s.C1 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.

- Computerized Forward auction shall be conducted by BPCL, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. It is to be noted that neither BPCL nor M/s.C1 INDIA PVT. LTD. are responsible for any unforeseen circumstances and its consequences. 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 Forward auction successfully. On account of this the time for the auction cannot be extended and BPCL is not responsible for such eventualities. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
- Please note that the start price of a service in online Forward auction is open to all the participating (techno-commercially accepted) bidders. Any bidder can start bidding, in the online Forward auction, from the start price itself. Please note that the first online bid that comes in the system during the online Forward auction can be equal to the auction's start price, or Higher than the auction's start price by one Increment, or higher than the auction's start price by multiples of Increment.
- M/s.C1 INDIA PVT. LTD. shall arrange to train your nominated person(s), without any cost to you. They shall also explain you, all the Rules related to the Forward Auction. You are required to give your compliance on it before start of bid process.

**C).SERVICES FOR BID: USED BATTERIES AT BPCL CCK PIPELINES,COCHIN TERMINAL**

- **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian currency (INR) & Unit of Measurement will be displayed in Online Auction.
- **Starting Bid/Bid Increment:** The opening price of the RA and the bid Increment value shall be available to the bidders on their bidding screen.
- **BID PRICE:** The Bidder has to quote the rate as per the Tender Notice for **USED BATTERIES AT BPCL CCK PIPELINES-COCHIN TERMINAL..** hosted on the website of C1 india portal.
- **VALIDITY OF BIDS:** The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
- **At the end of the Forward auction, successful bidder has to provide the price confirmation letter for his highest offer within 01 hour of closing of auction for that package as per the Annexure I & III respectively.**



#### **D).Procedure of Forward Auctioning**

##### **i. Online English Forward (no ties) Auction {Forward Auction}:**

- All Techno-commercially acceptable bidders shall mandatorily log on to Forward auction portal for respective package at the start of the auction or during Forward auction period of 1 hour. Any bidder not logging on to Forward auction portal during entire 1 hour period shall be considered as withdrawal from tender process and shall be liable for action as deemed fit as per BPCL holiday listing policy.
  - BPCL will declare its **Opening Price (OP)**, which shall be visible to the all vendors during the start of the Forward Auction. You will be required to start bidding after announcement of Opening Price and Increment amount. Also, please note that the start price of an item in online Forward auction is open to all the participating bidders. Please note that the first online bid that comes in the system during the online Forward auction can be equal to the auction's start price, or higher than the auction's start price by one Increment, or higher than the auction's start price by multiples of Increment. The second online bid and onwards will have to be higher than the L1 rate by one Increment value, or higher than the L1 rate by multiples of the Increment value.
  - The bid Increment amount shall be specified by BPCL.
  - **Duration of Auction:** English Forward (no ties) shall be for a **period of FOUR hour**. If a bidder places a Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes from the time that Bid comes in. **In case, there is no Bid in the last 5 minutes of closing of Auction, the Auction shall get closed automatically without any extension. There are Unlimited Extension of 5 min. from last bid time.** However, vendors 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, network problems, system crash down, power failure, etc.
- Successful vendor shall be required to submit the final prices, quoted during the English Forward (no ties) exactly in *the format* issued by BPCL/Service provider after the completion of Auction to BPCL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
  - During English Forward (no ties), if no bid is received within the specified time, BPCL, at its discretion, may decide to revise Opening price / scrap the Forward auction process.
  - Your bid will be taken as an offer to services. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to execute the contract as mentioned above at your final bid price. **Should you back out and not agree as per the rates quoted, BPCL shall take action as appropriate as per BPCL holiday listing policy.**
  - You will be able to view the following on your screen along with the necessary fields in the English Forward (no ties) {Forward Auction}:



- Highest Bid in the Auction
- Bid Placed by you
- Opening Price.
- Your rank in the auction.
  
- At the end of the Forward Auction, BPCL will decide upon the winner. BPCL's decision on award of Contract shall be final and binding on all the Bidders.
  
- BPCL shall be at liberty to cancel the Forward auction process / tender at any time, before placing contract, without assigning any reason.
  
- BPCL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
  
- Other terms and conditions shall be as per BPCL techno-commercial tender and other correspondences till date.
  
- You are required to submit your acceptance to the terms / conditions / modality given above before participating in the Forward auction.

#### **E). Terms & Conditions of Forward Auction**

- **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by M/s.C1 INDIA PVT. LTD. The Bidders are requested to change the Password after the receipt of initial Password from M/s.C1 INDIA PVT. LTD. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
  
- **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not execute the contract as per the rates quoted, BPCL and / or M/s.C1 INDIA PVT. LTD., shall take action as per BPCL holiday listing policy.
  
- **HIGHEST BID OF A BIDDER:** In case the bidder submits more than one bid during Forward auction, the highest bid will be considered as the bidder's final offer to execute the work.
  
- **AUCTION TYPE: 1) English Forward Auction. ( No Ties )**
  
- **DURATION OF AUCTION:** The auction will be of 60 mins duration. In case there is any acceptable bid quoted by any bidder within 5 minutes of closing of the auction, the auction will be extended for another 5 minutes from the time that Bid comes in. However, vendors 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, network problems, system crash down, power failure, etc.

- **BID INCREMENT:** The minimum Bid Increment shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. Please note that the start price of an item in online Forward auction is open to all the participating bidders. First online bid that comes in the system during the online Forward auction can be equal to the auction's start price, or higher than the auction's start price by one Increment, or higher than the auction's start price by multiples of Increment. The second online bid and onwards will have to be higher than the H1 rate by one Increment value, or higher than the H1 rate by multiples of the Increment value.
- **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Forward – No ties Auction:
  - Highest Bid in the Auction
  - Bid Placed by him
  - Rank of the respective bidder
  - Start Price & Bid Increment Value
- **AUCTION WINNER:** At the end of the Forward Auction, BPCL will evaluate all the bids submitted and will decide upon the winner.
- **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 suppliers / bidders.
  - 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 M/s.C1 INDIA PVT. LTD. can decide to extend, reschedule or cancel any Auction.
  - M/s.C1 INDIA PVT. LTD. shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
  - M/s.C1 INDIA PVT. LTD. is not responsible for any damages, including damages that result from, but are not limited to negligence. M/s.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.
  - The bidder will be intimated in advance for start of the auction process by BPCL/C1 India Pvt. Ltd. The bidder shall ensure availability of his representative at the time of start of auction process. No request for extension in scheduled start time or access to the site for participation after start of auction process will be entertained by BPCL/C1 India Pvt. Ltd.

N.B.

- All the Bidders are required to submit the Process compliance Form (**Annexure-II**) duly signed, stamped to **M/s C1 India Pvt Ltd, Gurgaon** vide email before start of auction.



ANNEXURE- I

**SERVICE DESCRIPTION**

The Services to be executed as per SOR item and the Auction Start Time & Close Time is as follows:

Online Forward Auction for USED BATTERIES AT BPCL CCK PIPELINES-COCHIN TERMINAL

**SERVICES DESCRIPTION: LUMP SUM RATE FOR RESPECTIVE PACKAGE**

Package No.	Description of Work	Lump Sum Cost excluding GST for Part A of Respective Package ( in Rupees)
1	USED BATTERIES AT BPCL CCK PIPELINES-COCHIN TERMINAL. (2V 100Ah AMCO INSTA T100 LEAD ACID BATTERY)	66000.00

Date:

Signature:

Name:Ebin K Paul

Designation: Asst Manager(Ops)

Company's Seal:

**Note :** Forward auction for each package will be done only for Part A i.e. Lumpsum price.  
Part B i.e. Item wise unit rates will be determined based on the formula given in tender.

**Table 1: Material details**

**USED BATTERIES AT CCKPL COCHIN**

Sl. No.	Material Description	Quantity	Unit
1	USED BATTERIES	55	Nos



**TABLE - A (PART-1)**

SL. No	Lot No.	Location / Address	EMD (Rs.)	Start Price/Battery (Rs.)	Incremental Value/Battery (Rs.)	Auction Start Time	Auction Close Time
1	Used Batteries as detailed above	CCKPL KOCHI	5000.00	1200.00	50.00	11:00	15:00

**TABLE - A (PART-2)**

STATE	TAX	RATE	HSN Code
ALL	IGST	18.00%	
	CGST	9.00%	
	SGST	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- II**  
**Process Compliance Form**

*(The bidders are required to print this on their company's letter head and sign, stamp before RA)*

To ,  
M/s C1 India Pvt.Ltd.  
Plot No. 68, 03rd floor, Sector - 44,  
Gurugram, Haryana - 122003.

**Sub: Online Forward Auction for "USED BATTERIES AT BPCL CCK PIPELINES-COCHIN TERMINAL**

Dear Sir,

This has reference to the Terms & Conditions for the **Online Forward Auction provided by M/s.C1 India Pvt. Ltd.**

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Forward Auction as mentioned in RFP of BPCL as well as this document and confirm our agreement to them.
- 3) **We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.**
- 4) We confirm that BPCL and M/s.C 1 INDIA PVT. LTD. shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We also confirm that we will Email the price confirmation of our quoted price as per Annexure III within 01 hour of the completion of the Forward auction and the format as requested by BPCL/ M/s.C1 INDIA PVT. LTD..
- 6) We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

**Sign & Scan this document and send to :- ebinkpaul@bharatpetroleum.in**



Annexure III  
Price Confirmation

(The bidders are required to print this on their company's letter head and sign, stamp after RA)

To,

M/s. C1 India Pvt Ltd  
Plot No. 68, 03rd floor, Sector - 44,  
Gurugram, Haryana - 122003.

Sub: Final Lump sum price quoted during **Online Forward Auction for USED BATTERIES AT BPCL CCK PIPELINES-COCHIN TERMINAL**

Ref : 1. **Forward Auction dt.** -----

Dear Sir,

We confirm that we have quoted.

1. -----

**(Lump Sum Cost excluding GST for Part A of Respective Package)**

as our final lump sum prices during the Forward Auction conducted today.

Thanking you and looking forward to the valuable order from BPCL.

Yours sincerely,

For \_\_\_\_\_

**Name:**

**Company:**

**Date:**

**Seal:**



**CONTACT INFORMATION**

<b>C1 India Pvt Ltd</b>	<b>BPCL</b>
<p>M/s.C1 India Pvt Ltd   Plot No. 68, 03rd floor, Sector - 44, Gurugram, Haryana - 122003. Cell: +91-7291981128   Phone: +91-124 4302002/2001</p> <p><b>Contact person</b></p> <p><b>Ms.Neeti Bala Chandraa</b> Cell : +91-7291981128 Email: <a href="mailto:neeti.bala@c1india.com">neeti.bala@c1india.com</a></p> <p><b>Mr. Chandan kumar</b> Mob:- 9015145373 Direct line – 0124 4302004 Email: <a href="mailto:chandan.kumar@c1india.com">chandan.kumar@c1india.com</a></p> <p><b>Mukesh Kumar</b> Cell : +91-7291981127 Email: <a href="mailto:mukesh.kumar@c1india.com">mukesh.kumar@c1india.com</a></p>	<p><b>M/s Bharat Petroleum Corporation Ltd</b> <b>PIPELINES-KOCHI TERMINAL</b> <b>SEAPORT AIRPORT ROAD</b> <b>IRIMPANAM,COCHIN</b> <b>PIN-682309</b></p> <p><b>Contact person</b></p> <p><b>Mr.Ebin K Paul</b> Cell : +91-9942311494 Email: <a href="mailto:ebinkpaul@bharatpetroleum.in">ebinkpaul@bharatpetroleum.in</a></p> <p><b>Mr.CHOPADE KISAN</b> LOCATION-IN-CHARGE,COCHIN Cell : +91-9425062754 Email: <a href="mailto:chopadek@bharatpetroleum.in">chopadek@bharatpetroleum.in</a></p>

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