



## BHARAT PETROLEUM CORPORATION LTD.

BPCL Mumbai Refinery, Mahul, Chembur, Mumbai-400074

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

Email : [guptavikram@bharatpetroleum.in](mailto:guptavikram@bharatpetroleum.in)/[mandapevc@bharatpetroleum.in](mailto:mandapevc@bharatpetroleum.in)

### e-AUCTION SALE

**Tender Ref: DISP/BPCL (MR)/23-24/24/012-24/021**

BPCL Mumbai Refinery, Mahul, Chembur invites offers for sale of Scrap Materials from its refinery at Mahul, Mumbai & CRDC, Greater Noida 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. The schedule of program given below:

#### Schedule of Program

Inspection of materials	28.08.2023 and 29.08.2023 [09:00 HRS to 15:00 HRS]
Venue of Inspection	1. BPCL Mumbai Refinery, Mahul, Chembur 2. CRDC, Greater Noida
Earnest Money Deposit(interest free)	As per TABLE – A [PART – 1]
Last date of EMD Payment through NEFT/RTGS	31.08.2023 to 01.09.2023
Document submission date	31.08.2023 to 1.09.2023
Auction date and time	14.09.2023 & 15.09.2023 11.00 HRS onwards
E-auction web site address	<a href="https://bpcl.c1auctions.com">https://bpcl.c1auctions.com</a>

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 3266

#### **For BPCL( Greater Noida Contact Persons are :-**

1. Mr. Ankit Kumar Dahiya, Manager Infrastructure(R&D) , Mobile – 8860701289
2. Ms. Isha Khullar ,Manager (Services),CRDC-9888031201
3. Diptadeep Paul ,Manager (CRDC), Mobile 8981590138

**For any assistance regarding submission of EMD and Tender Documents (Annexure-A, Annexure-C & Annexure-D) 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 3266

**Submit all your tender documents & EMD details to following E-Mail ID's only:**

1. rengarajanr@bharatpetroleum.in
2. guptavikram@bharatpetroleum.in
3. patilcr@bharatpetroleum.in

**C1 India Pvt. Ltd. (Contact details)**

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

**Special Notes:-**

1. All EMDs should be directly submitted to BPCL through NEFT/RTGS mode to BPCL following bank account:

**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**

2. The sale will be through on line auction only.
3. Once bids submitted are given during the online auction, they cannot be revised downwards which may kindly be noted.
4. The bidders have to submit Earnest Money Deposit (EMD) through NEFT / RTGS from **31.08.2023 and 01.09.2023**. Documents i.e. Annexure A, Annexure C, & Annexure D are required to be submitted to BPCL's office in Mumbai Refinery, Mahul on or before 16.00 HRS on **31.08.2023 to 01.09.2023**.

**The application of bidders whose EMDs & documents are not received in BPCL's bank account on or before due date & time will not be considered for participation in e-auction.**

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

**'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](mailto:neeti.bala@c1india.com) and Mr. Sandeep, Mob. : 09050287464 Direct line – 0124 4302001, Email : [sandeep@c1india.com](mailto: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](mailto:neeti.bala@c1india.com) and

Mr. Sandeep, Mob. : 09050287464 Direct line – 0124 4302001, Email : [sandeep@c1india.com](mailto: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](http://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 : List of items with detailed description, payment & upliftment period
- d. Annexure-A : Request for participation / Confirmation of DD details
- e. Annexure-C : Steps for Actual bidding procedure
- f. Annexure-D : Declaration by proprietor OR a partner OR an authorized representative of any company on their letter head stating that he/ they agree tender terms & conditions & are not Holiday listed by BPCL on the date of submission of tender documents.
- g. Table-A[Part-1] : Auction Lot Details/ Auction timing and Start Bid & Increment value details
- h. Table-A[Part-2] : Tentative Tax Details

### **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 C 1 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.

All those who wish to participate in the e-Auction, should deposit the following Documents on **31.8.2023 to 01.09.2023** before **16.00 HRS.**

- Notarized "Annexure "A" enclosing self-certified copies of self-certified PAN card copy and self-certified GSTN registration Certificate along with address copy, wherever applicable
- Acceptance of Annexure "C" duly signed & stamped on all pages.
- Notarized Annexure "D"
- Notarized Self-attested Copies of valid Maharashtra pollution Control Board (MPCB)/ Central Pollution Control Board ( )/ 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 Annexure A, & acceptance of Annexure C, notarized Annexure D, notarized self-certified copies MPCB/ CPCB/ SPCB authorized letters and other documents should reach at the following address:

11. On confirmation of your receipt of EMD and documents in original, the login ID/Password will be e-mailed by M/s. C 1 India Pvt. Ltd. by 13.09.2023, 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. Please Note interested buyer shall pay refundable interest free Earnest Money Deposit (EMD) to participate and bid at our e-Auction. The Participant at our e-Auction will be allowed to bid only after they have paid EMD in advance to us by NEFT/RTGS as mentioned in the General Conditions of Auction.
14. 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.

**MR. VIKRAM GUPTA**  
**PROCUREMENT MANAGER (PG 1), MR**

Bharat Petroleum Mumbai Refinery, Mahul, Chembur, Mumbai-400074

## ANNEXURE - 2

### **GENERAL CONDITIONS OF SALE/DISPOSAL**

1. Inspection of the materials :

All scrap materials will be sold on either weight basis (in MT) or on basis as specified in Table 'A' [Part- 1] on "**As Is Where Is, Arising Basis and No Complaint**" basis. The materials will be available for inspection at the respective site on production of this catalogue to warehouse scrap yard Staff, Mumbai Refinery Staff & R & D NOIDA Staff on duty on time specified in this catalogue from **28<sup>th</sup> August to 29<sup>th</sup> August up to 15:00** HRS with prior appointment.

**COVID – 19 CLAUSES :**

- Only one individual from 2 scrap buyer firms per day shall be allowed for inspection. The timings shall be 10 am – 12 noon for one individual per firm and 1pm -3 pm for second individual per firm.
- All parties shall be allowed to inspect material only once during these period of five days.
- Inspection period shall be of 02 (two) working days so as to cover max of 16 parties.
- In case additional request received, parties are requested to pool their resources and appoint common surveyor for inspection of lots.
- Apart from above, additional Covid – 19 protection clauses shall be conveyed as Corrigendum in due course.
- Trucks and loaders have to be cleaned and thoroughly sanitized before entering the premises of the Refinery.
- All personnel of the buyer who comes into the premises of the refinery will be screened for a rise in temperature above 37 degrees Centigrade. Those having temperature above 37 degrees C will not be allowed to enter.
- All the personnel of the buyer should always wear a new 3 ply surgical mask, which is changed every day. In addition, 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. 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 refinery premises, that they have brought from outside.

2. Earnest Money Deposit (EMD):

- a. 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 **31.08.2023** and **01.09.2023** before 16:00 HRS. No interest is payable for the deposit amount held by us.
- b. The EMD payments of unsuccessful bidders shall be paid through RTGS/NEFT

payment without any interest subsequently within a reasonable time to their bank account provided by them. No interest will be payable for such refunds. In case of any undue delay in refund through RTGS/ NEFT due to unforeseen reasons at BPCL vendor due to any issue related to bank account or any other delays, BPCL is not liable for any claims of interest or any disputes arising on this account.

- c. 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. 2 weeks 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 to scrap yard on last date of upliftment so that sale order closure & EMD refund activity can be processed on priority.
3. 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.
4. 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.
5. 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.
6. 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".
7. 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:- 0124-4302002	neeti.bala@c1india.com
Mr. Sandeep	Gurugram	Mob:- 9050287464/Landline:- 0124-4302001	sandeep@c1india.com



Mr Chandan Kumar	Gurugram	Mob:- 9015145373/Landline:- 0124-4302004	chandan.kumar@c1india.com
Mr. Sachin Shrivashtva	Gurugram	Mob:- 8750139866/Landline:- 0124-4302003	sachin.shrivashtva@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](http://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'.



**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

(Notarized on bidder letterhead with company seal and stamp with contact details)

From:

Date:

To,

M/s. Bharat Petroleum Corp. Ltd.,  
Mumbai Refinery,  
Mahul, Chembur,  
Mumbai -400074  
Fax. 022 2554 5978

Sirs,

Re: REQUEST TO ISSUE OUR LOGIN ID/PASSWORD FOR PARTICIPATING IN THE e-AUCTION TO BE HELD ON BEHALF OF BPCL ON 14.09.2023 & 15.09.2023 FROM 11.00 HRS FOR VARIOUS LOTS (Lot No 24/012 to 24/021)

A. EMD Details:.0

Please find attached herewith our NEFT/RTGS payable to Bharat Petroleum Corporation Ltd., at Mumbai, as per details given hereunder for participating in the above e-Auction.

Lot No.	NEFT/RTGS details	Date	Amount
24/012			
24/013			
24/014			
24/015			
24/016			
24/017			
24/018			
24/019			
24/020			
24/021			

B. General Notes

We hereby confirm that we have read and understood the terms & conditions of the e-Auction Sale tender documents for all the lots and same are acceptable to us. We have also physically inspected the materials and understood the scope of materials and its condition and there are no deviations to the same as per the auction catalogue details and I/we accept all terms and conditions of the e-auction sale tender document in full.

We will honor the Bids placed by us during the auction procedure.

You are requested to ISSUE our Login ID / Password on our valid and official email as given in below on receipt of above EMD and relevant documents.

E Mail Id \_\_\_\_\_

Mobile No. \_\_\_\_\_

PAN No. \_\_\_\_\_  
(Please enclose self-attested PAN Card Copy)

GST No. \_\_\_\_\_  
(Please enclose self-attested GSTN registration Copy)

**Please note that**

**Self-attested Copies of valid CPCB/ State PCB certificates in case of lots requiring the same by approved recyclers/re processors are mandatory. In case these are not enclosed, Your EMD for the lot will not be accepted.**

**Also incase self-attested PAN Card/GST registration copy is not enclosed, your EMD will not be accepted.**

Thanking you,  
yours truly,

Company Stamp & Seal

---

[Name & Signature]

**Enclosures: Self-attested PAN Card Copy  
Self-attested GSTN registration Copy  
Self-attested copies of valid CPCB/ state PCB certificates wherever applicable.**

## Annexure-C : 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, network 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 safeguard 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.



ANNEXURE –D

(Notarized on bidder letterhead with company seal and stamp with contact details)

This is to certify that I/We

M/s. \_\_\_\_\_ have read and understood in full the tender conditions and process.

We also certify that I/We certify that our firm/ sister-concern has not been Black listed/ Holiday listed in the past by BPCL.

I/we also agree to abide by the terms and conditions of the tender ref \_\_\_\_\_ to \_\_\_\_\_ dated \_\_\_\_\_ and failing which I/ we can be holiday listed and our EMD can be forfeited.

Thanking you,

Yours Truly

\_\_\_\_\_  
(Signature)

Signed on \_\_\_\_\_ (date) at \_\_\_\_\_ (Place)

Name:

Company Stamp & seal:

TABLE - A [Part-I] : CATEGORY : Scrap										
Lot no	LOCATION / ADDRESS	ASMA ID	BRIEF ITEM DESCRIPTION (You are requested to visit the place before quoting for the items. Please take prior appointment from the contact person before visiting the site)	Estimated Qty.	Unit	EMD	START PRICE (Rs.) (Per Unit)	INCREMENTAL VALUE (Rs.) (Per Unit)	AUCTION START TIME	AUCTION CLOSE TIME
24/012	Scrap yard/ any other assigned area BPCL MR	100007060	Used scrapped Copper Cables for disposal  <b>Mandatory</b> : Only MPCB and CPCB registered parties are allowed to participate for this lot with passbook	10	MT	1,75,000/-	1,28,672/-	1,287/-	11.00 hrs Auction 1st day	11.30 hr
24/013	Shop Area/ Scrap yard/any other assigned area BPCL MR	100007078	Used Copper-Nickel Tubes for disposal  <b>Mandatory</b> : Only MPCB and CPCB registered parties are allowed to participate for this lot with passbook	7	MT	2,50,000/-	3,35,192/-	3,352/-	12.00 hrs.	12.30 hrs
24/014	Scrapyard/ Shop Area / any other assigned area BPCL MR	1000007082	Scrapped Alu Brass Tubes for Disposal  <b>Mandatory</b> : Only MPCB and CPCB registered parties are allowed to participate for this lot with passbook	3	MT	1,75,000/-	3,62,664/-	3,627/-	13.00 hrs	13.30 hrs
24/015	Rail Yard/Flare Yard/Scrap Yard & any other assigned area	1000007184	used/Scrapped/Lube oil drums for disposal	3000	Nos	2,50,000/-	708/-	7/-	14.00 hrs	14.30 hrs
24/016	CRDC, Greater Noida	1000006422	1) X-Ray Diffactom Eter 2) High Temeraur E X-Ray Assembly 3) XRD Chiller Unit	1 LS	LS	15,000/-	1,18,171/-	1,182/-	15.00 hrs	15.30 hrs

24/017	CRDC, Greater Noida	1000006596	Copper Scrap including electric chokes Qty Available =0.15 MT	1.00	MT	5,000/-	2,12,500/- Per MT	16.00 hrs	16.30 hrs
24/018	CRDC, Greater Noida	1000006597	Brass Scrap including fire nozzles and plumbing fitting  QTY AVAILABLE – 0.7 MT	1.00	MT	35,000/-	2,29,500/- PER MT	11.00 hrs Auction 2nd day	11.330 hrs
24/019	CRDC, Greater Noida	10100006682	1) High Pressure Hydrogen manifold - 1 Lot  2)High Pressure Nitrogen manifold - 1 Lot  3) Primary control module - 11 Lot  4) ) Second control module for high - 53 Lot  5) Primary Control module - 14 Lot	1 lot	LOT	5,000/-	30,102/-	12.00 hrs	12.30 hrs.
24/020	Scrap yard/ PRFCC Project plot /Any other assigned area in BPCL MR	1000007281	Scrapped Aluminum material for disposal	50	MT	2,50,000/-	1,21,715/-	13.00 hrs	13.30 hrs
24/021	Yard / Rail Yard / Cooling Tower / Any Other Assigned Areas in BPCL MR	1000006495	Wooden Scrap material for Disposal	150	MT	1,75,000/-	5,601/-	14.00 hrs	14.30 hrs

TABLE - A (PART-2)

TENTATIVE TAX RATES					
STATE	TAX	FERROUS SCRAP 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 - 3**

Sr. No./ T.No.	Material Description of Lots under e-Auction	Estimated Qty.
<p>1. (24//012)  (ASMA 7060)</p>	<p>Scrapped Copper Cables for disposal</p> <p>Following used /scrapped Copper-Nickel Tubes are available for disposal on “As is where is basis</p> <p>Disposal of used/ scrapped/deteriorated Copper cables are available for disposal on “as is where is basis”</p> <p>Cables of different diameter, length, type are available for disposal, same to be loaded.</p> <p>Copper portion is covered with PVC/GI armour / HDPE material etc.</p> <p>Scrap vendor to uplift the cables without removing Copper, GI armour, outer/inner PVC/ HDPE material.</p> <p>MOC: Cables Copper, PVC, HDPE, GI armour, any other material.</p> <p>BPCL person's decision shall be final &amp; binding.</p> <p>No queries/ deviations/ complaints shall be entertained afterwards</p> <p><b>Location:</b> Scrap yard/ any other assigned area</p> <p>Note :</p> <p><b>Mandatory :</b> Only MPCB and CPCB registered parties are allowed to participate for this lot with passbook</p> <p><b>Payment Terms :</b> First and Final Call Off shall be 10 MT:- Full payment within 05 working days from the date of letter of allotment</p> <p><b>Upliftment Period :</b> 10 Working Days from date of issue of Sale Order by BPCL.</p> <p>Vendor to offer 120 days bid validity</p>	<p>10 MT</p>
<p>2. (24/013)  (ASMA : 7078</p>	<p>Scrapped Copper-Nickel Tubes for disposal</p> <p>Following used /scrapped Copper-Nickel Tubes are available for disposal on “As is where is basis”</p> <p>Disposal of all type of used, scrapped/ deteriorated assorted Copper_ Nnickel tubes/tube bits/ Rods/ plates/ any other material of various sizes/ lengths on "As as where is basis"</p> <p>Metallurgy: Cu-Ni: 90/10. Approx. Cu: 85.04 to 98.54, Ni: 9.48 to 9.97, Mn:0.52 &amp; Zn: 0.44%</p> <p>Metallurgy mentioned is indicative. if required, scrap vendors can carry out its own PMI to ascertain the material during inspection period.</p>	<p>7.00 MT</p>

	<p>MOC: All type of Copper-Nickel alloys.</p> <p><b>Location:</b> Shop Area/ Scrap yard/any other assigned area</p> <p><b>Mandatory :</b> Only MPCB and CPCB registered parties are allowed to participate for this lot with passbook</p> <p><b><u>Payment Terms :</u></b></p> <p>First and Final Call Off shall be 7.0 MT-</p> <p>Full payment within 05 working days from the date of letter of allotment</p> <p><b>Upliftment Period :</b> 10 Working Days from date of issue of Sale Order by BPCL.</p> <p>Vendor to offer 120 days bid validity</p>	
<p>03. (24/014) (ASMA : 7082)</p>	<p>Scrapped Alu Brass Tubes for Disposal</p> <p>Following used /scrapped Alu Brass Tubes are available for disposal on “As is where is basis”</p> <p>Disposal of all type of used/scrapped/ deteriorated assorted Copper Alloy (Alu Brass Tubes)Scrap material, tubes, are available for disposal on "As is where is basis" Copper Tubes/ tube bits / any other material of various sires/ lengths.</p> <p>Metallurgy: Approx. Cu:79.32, Zn:16.69 Al:1.11, Si : 1.66, 5u:0.72, le:0.26 Metallurgy mentioned is indicative. If required, scrap vendors can carry out its own PML to ascertain the material during inspection period.</p> <p>MOC: All type of Copper, Zn &amp; aluminum (Alu brass material composition)</p> <p><b>Location:</b> Scrapyard/ Shop Area / any other assigned area.</p> <p><b>Mandatory :</b> Only MPCB and CPCB registered parties are allowed to participate for this lot with passbook</p> <p><b><u>Payment Terms :</u></b></p> <p>First and Final Call Off shall be of 3 MT:- - Full</p> <p>payment within 05 working days from the date of letter of allotment</p> <p><b>Upliftment Period :</b> 10 Working Days from date of issue of Sale Order by BPCL.</p> <p>Vendor to offer 120 days bid validity</p>	<p>03 .00 MT</p>
<p>4. (24/015)</p>	<p>USED/SCRAOED LUBE OIL DRUMS FOR DISPOSAL</p>	<p>3,000 Nos</p>

<p>ASMA-7184</p>	<p>Following Used/Scrapped Lube oil drums/both side enclosed drums are available for disposal on "As is where is &amp; arising basis.</p> <p>Disposal of all type of Used/Scrapped Lube oil drums/both sides enclosed drums / oil drums with one / two small openings for removal of material. Scrapped drums can be smeared with oil, chemical or any other material. All Used/Scrapped drums which are of no further use / as well as dented/ ruptured/ paint peeled off/ rusted/ damaged drums are included.</p> <p>size: 200 to 220 liters capacity. BPCL person's decision shall be final &amp; binding.</p> <p>MOC: MS/ CS any other type of drums.</p> <p><b>Location:</b> RAIL YARD/FLARE YARD/SCRAP YARD &amp; Any other Assigned Area</p> <p>Quantity has been estimated as per material lying at various locations, envisaged of various breakdowns/ shutdown. in BPCL Mumbai Refinery, at Present 8 to 12 drums per day are getting generated from FCCU, same is considered for estimation</p> <p><b>Payment Terms :</b></p> <p>1't Call off shall be of 500 Nos &amp; subsequent call off shall be as per availability of drum</p> <p>Full payment within 05 working days from the date of letter of allotment</p> <p><b>Upliftment Period :</b> 20 Working Days from date of issue of Sale Order by BPCL.</p> <p><b>Validity:</b> one year.</p>	
<p>5. (24/016)  (ASMA-6422)</p>	<p>1) X-Ray Diffactom Eter 1 LS -CRDC, Greater Noida</p> <p>2) High Temeraur E X-Ray Assembly 1 LS -CRDC, Greater Noida</p> <p>3) XRD Chiller Unit 1 LS -CRDC, Greater Noida</p> <p><b>Payment Terms :</b></p> <p>Full payment within 05 working days from the date of letter of allotment</p> <p><b>Upliftment Period :</b> 10 working days can be considered based on the site conditions from date of issue of Sale Order by BPCL</p>	<p>1 LS</p>
<p>6. (24/017) ASMA-6596</p>	<p>Copper Scrap including electric chokes- CRDC, Greater Noida</p> <p>Qty Available -0.15 MT</p> <p><b>Payment Terms :</b></p>	<p>1 MT</p>

	<p>Full payment within 05 working days from the date of letter of allotment</p> <p><b>Upliftment Period</b> : 10 working days can be considered based on the site conditions from date of issue of Sale Order by BPCL.</p>	
<p>7. 24//018 ASMA 6597</p>	<p>Brass Scrap including fire nozzles and plumbing fitting CRDC, Greater Noida</p> <p><b>Payment Terms :</b></p> <p>Full payment within 05 working days from the date of letter of allotment</p> <p>Qty available = 0.7 MT</p> <p><b>Upliftment Period</b> : 10 working days can be considered based on the site conditions from date of issue of Sale Order by BPCL.</p>	1 MT
<p>8. 24//019 ASMA 6682</p>	<p>1) High Pressure Hydrogen manifold -CRDC, Greater Noida - 1 LOT</p> <p>2) High Pressure Nitrogen manifold -CRDC, Greater Noida- 1 LOT</p> <p>3) Primary control module- -CRDC, Greater Noida- 11 LOT</p> <p>4) Second control module for high -CRDC, Greater Noida-53 LOT</p> <p>5) Primary Control module -CRDC, Greater Noida-14 LOT</p> <p><b>Terms :</b></p> <p>Full payment within 05 working days from the date of letter of allotment</p> <p><b>Upliftment Period</b> : 10 working days can be considered based on the site conditions from date of issue of Sale Order by BPCL.</p>	1 Lot
<p>9. 24//020 ASMA 7281</p>	<p>Scrapped Aluminum material for disposal</p> <p>Following used/ scrapped Aluminum material with/ without accessories are available for disposal on "as is where basis is".</p> <p>Disposal of Used/Scrapped/Deteriorated Aluminum cut sheets/ strips, bus bars, Aluminum tank dome &amp; all type of Aluminum scrap with or without oil/ bitumen/ cement/ wood/ ferrous / mud attachment.</p> <p>Aluminum scraps include lab tins, ventilation blinds, ladders, door/ window frames with wood/ MS / SS attachment.</p> <p>However, vendors are allowed to remove bitumen/ embedded cement/ wood /ferrous any other material etc. &amp; while loading material.</p> <p>Scrap vendor can make necessary arrangement of manpower for removal of</p>	50 MT



	<p>ferrous/wooden/SS attachments &amp; to compress material.</p> <p><b>MOC:</b> Aluminum with any / all type of attachment</p> <p><b>Location:</b> Scrap yard/ PRFCC Project plot /Any other assigned area in BPCL MR</p> <p><b>Note :</b> 1 st &amp; final call off shall be of 50 MT</p> <p><b><u>Payment Terms :</u></b></p> <p>Full payment within 05 working days from the date of letter of allotment</p> <p><b>Upliftment Period :</b> 40 working days from date of issue of Sale Order by BPCL.</p> <p><b>VALIDITY - 120 DAYS</b></p>	
<p>10. (24/021) ASMA- 6495</p>	<p>Wooden Scrap material for Disposal</p> <p>Following wooden scrap is available for disposal on "As is where is &amp; Arising basis".</p> <p>Disposal of Used/Scrapped Woods of all kinds with/without ms attachment such as Strips, Nails, Nut bolts. Wood from warehouse like pallets, packing boxes, packing material shall be comprised in this category.</p> <p>All types &amp; size of woods scrap are available for disposal such as woods from cooling tower, wooden office furniture like cabinets/table &amp; window/door/frame/plywood etc.</p> <p>Wooden scrap of all sizes of smaller/bigger length, thickness shall be loaded. Buyer shall make own necessary arrangement of tools/pans &amp; manpower for dis-assemble/dismantle of wooden cable drums, various wooden boxes to be properly loaded in vehicle.</p> <p>BPCL's decision shall be final &amp; binding regarding process of disposal.</p> <p><b>MOC :</b> All type of Woods.</p> <p><b>Location :</b> Yard / Rail Yard / Cooling Tower / Any Other Assigned Areas in BPCL MR</p> <p><b><u>Payment Terms :</u></b></p> <p>1st call off shall be of 40 MT - Afterwards as per availability of material Full payment within 05 working days from the date of letter of allotment / call off by BPCL.</p> <p><b>Upliftment Period :</b> 15 Working Days from date of issue of Sale Order by BPCL.</p> <p><b>Validity of sale order :</b> 12 months from the date of Sale order</p>	<p>150 MT</p>