



BHARAT PETROLEUM CORPORATION LTD.

CPO(Mktg.), "A" Installation, Sewree Fort Road, Sewree (East), MUMBAI – 400 015.

Tel No : 022-24176416/24176207 Fax-022-24117878

Email- bijug@bharatpetroleum.in/sumankumar@bharatpetroleum.in

e-AUCTION SALE

Online Auction platform and Support Services Provided By :

E Procurement Technologies Ltd.

A-201/208, Wall Street - II, Opp. Orient Club,

Nr. Gujarat College, Ellis Bridge,

Ahmedabad - 380 006, Gujarat (India)

Phone No : +91 79 40016 868

Fax: +91 79 400 16 876

Email id - support@bpcleproc.in / mumbai.support@abcprocure.com /

satyanarayan@abcprocure.com

Tender Ref: DISP/CPO(M)/15-16(2)/05-Lube plants

E Procurement Technologies Ltd. is an authorized e- commerce service provider for BPCL Ltd. to obtain rates online through its portal <https://eprocare.procuretiger.com> . The sale and purchase are directly made by the Seller and Buyer/s [Bidder/s]. BPCL will sell MS BARRELS, HDPE BARRELS etc. LYING AT **Wadilube Lube Plant** and **Budge Budge Lube plant** (ON RATE CONTRACT) "AS IS WHERE IS" AND "NO COMPLAINT" BASIS as per List, through Online Auction subject to Terms and Conditions annexed hereto and as per schedule of programme given below:

Schedule of Programme

| | |
|----------------------------------------------------------|---------------------------------------------------------------------|
| Inspection of materials | TILL 02.02.2016. [11.00 AM to 3.00 PM on any working day] |
| Venue of Inspection | Refer list as per TABLE – A [PART – 1] |
| Training to all participating bidders | 01.02.2016 - 02.02.2016 |
| Auction date and time | 04.02.2016, 12.30 hrs onwards |
| Earnest Money Deposit | Refer List TABLE – A [PART – 1] |
| Last date to receive documents and EMD for participation | 01.02.2016 up to 3.00 PM |

E Procurement Technologies Ltd.

Phone No : +91 79 40016 868 , 022 2417 6419

Email id - support@bpcleproc.in / mumbai.support@abcprocure.com /

satyanarayan@abcprocure.com

For details of Offices All India, visit <https://eprocure.procuretiger.com>

Special Conditions :-

1. All EMDs should be directly submitted to the following address:
**Chief. Manager- CEC,
CPO(Mktg.),
Bharat Petroleum Corp. Ltd.,
A-Installation,
Sewree (E), Mumbai-400015**

The EMDs not received at CPO (Mktg.) will not be considered for auction.

2. The sale will be through Internet auction only.
3. BPCL reserves the right to extend the closing time of one or all the lots during the auction time as considered appropriate.
4. BPCL also reserves the right to change the start bid price during the auction time and before close of auction time as considered appropriate.
5. Once bids are given during the online auction, they cannot be revised downwards which may kindly be noted.
6. Unless Earnest Money Deposit (EMD) is paid to BPCL in advance, i.e. **01.02.2016 up to 3.00 PM**, participation is not allowed. EMD should be by DD favoring Bharat Petroleum Corporation Limited payable at Mumbai.
7. The auction of the items mentioned in this tender (**Lot No.65 to 68 & 78 to 79**) will be conducted for entering into Rate Contract with the customer for a period of 1 year for sale of Barrels and other lube oil plants scrap lying at Tondiarpet lube plant of BPCL. **There is a collective EMD for Lot No 65 to 68 of Rs. 250000/- and for lot no 78 to 79 is 175000/- .**
8. The quantity mentioned for rate contract tender is a tentative quantity that will be generated during a year and the same is liable to change. BPCL should not be held liable for the change quantity at any point by the customer.
9. This auction will select the successful customer and the intimation of the available quantity shall be informed to the successful customer whenever the quantity is found available at the plants.
10. The successful customer should uplift the material within 1 month from the date of Letter of Authority. Failing to uplift the materials within given time frame will liable for forfeiture of EMD submitted by the customer and they are black listed and barred from participating in any auction in future.
11. The customer should make a payment of the sale proceeds based on the availability and as informed by BPCL **within 15 days** from the intimation of the letter for submission of Sale Proceeds.

12. The bidders will have to submit the EMD as mentioned in the table before the auction along with the signed Annexure. The EMD for H2 bidders would be returned within 45 days from the auction date. The EMD for successful bidder will be converted to a Bid Security amount and the same shall be kept with BPCL till the final completion of the contract.
13. The EMD amount mentioned is against each Lube Plant. So a bidder who wants to participate for 2 plants, will have to submit the EMD for 2 plants as mentioned in the table below.
14. When availability of scrap materials is informed to the customer he is supposed to lift the material within 30 day from the date of intimation. Failing to uplift the material within mentioned period, EMD for the whole lot will be forfeited.

Training and Demo 'e'-Auction:-

A demo auction will be conducted on web site <https://eprocure.procuretiger.com> for all registered participants who have given the EMD & other documents as per tender to practice and get acquainted with the system. Further Training with a Mock e-Auction will be held during **01.02.2016 - 02.02.2016**. Parties received training should send their confirmation of receipt of training by sending /faxing the filled Annexure for receipt of training to the M/s. E Procurement technologies office.

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Fax: +91 79 400 16 876

Email id - support@bpclproc.in / mumbai.support@abcprocure.com / satyanarayan@abcprocure.com

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

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

1. <https://eprocure.procuretiger.com>
2. www.bharatpetroleum.com --> **Energizing Business -->Tenders** →Search
Tender by Category→ CPO(Mktg.)-Disposal

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 – A : Request for participation / Confirmation of DD details**
- d. **Annexure – B: Confirmation for Training**
- e. **Annexure – C : Steps for Actual bidding procedure**
- f. **Table – A [Part – 1]: Auction Lot Details/ Auction**

- timing and Start Bid & Increment value details
- h. Table – A [Part – 2]: Tentative Tax Details
 - i. Annexure – D : Arbitration Clause.

ANNEXURE – 1: GENERAL CONDITIONS FOR AUCTION

Definitions:-

- **SELLER:** Seller referred in this catalogue, is **BHARAT PETROLEUM CORPORATION LTD.**
- **SERVICE PROVIDER:** E Procurement Technologies Ltd. is an e-commerce service provider appointed by the seller to facilitate virtual auction by the seller. **E Procurement Technologies 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.
- **BIDDER:** Any person - as an individual OR a proprietor OR a partner OR an authorized representative of any company OR any legal entity and who is paying the requisite EMD and registered at **E Procurement Technologies 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.

Annexure – 1: General Conditions for Auction

- 1.1 The Auction will be organized only through Internet.
- 1.2 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”** and **“NO COMPLAINT”** basis. The Seller does not undertake any responsibility to procure any permission / license etc., in respect of the auction property offered for sale.
- 1.3 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.
- 1.4 Participation and bidding in this Auction shall be treated as conclusive evidence of the fact that the bidder has inspected the Items and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the Items, taxes and duties, and other extraneous factors and the Principle of Caveat Emptor (let the buyer beware) will apply. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of Auction including the amendments if any, prevailing at the time of

- Auction. Seller / **E Procurement Technologies Ltd.** will not entertain any complaints or objections once Bid is placed.
- 1.5 Seller / **E Procurement Technologies 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.
 - 1.6 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 / deposit of full value by successful bidder without assigning any reason there of. 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.
 - 1.7 EMD amount will not carry interest.
 - 1.8 In the event of failure on the part of the successful bidder to fulfill his contractual obligations, seller / **E Procurement Technologies Ltd.** Reserves the right to debar such bidder from participating in any future auction conducted by **E Procurement Technologies Ltd.** on behalf of seller.
 - 1.9 All other terms and conditions as specified from time to time by BPCL and **E Procurement Technologies Ltd.** will apply.

IN CASE OF PROBLEM DURING AUCTION PLEASE CONTACT THE FOLLOWING ADDRESS:

| NAME | ADDRESS | MOBILE NO. | Email ID |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|------------------------------------------------------------------------------------|
| Helpdesk | A-201/208, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380 006, Gujarat (India) | +91 79 40016 868 | support@bpclproc.in |
| Mr Syam Kale | Mumbai , BPCL, Mumbai, Sewree | 022 2417 6419 7715814897 | mumbai.support@abcprocure.com |
| Mr Satya narayan Behera | Mumbai , BPCL, Mumbai, Sewree | 022 2417 6419 9004014223 | satyanarayan@abcprocure.com |
| Mr Chandan | Kolkata | +91 33 24293447 +91 33 - 24293447 | chandan@abcprocure.com |
| Mr Raghu Rajan | Chennai | +91 44 26142669 +91 44 - 26142669 | chennai.support@abcprocure.com |
| Mr Manoj | Kochi | +91 0484 2821642 +91 – 0484 2821642/55 | kochi@abcprocure.com |

2.0 PARTICIPATION:

For bidding at our e-Auction, the intending participants are requested to log on to website <https://eprocare.procaretiger.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 along with **Annexure-A**, and EMD. Please contact us on 83088 10312/8308810308/09092050777

All those who wish to participate in the e-Auction, should deposit their Earnest Money Deposit (**EMD**) by Demand Draft (**DD**) issued by any Nationalized Bank/Scheduled Bank favoring Bharat Petroleum Corporation Ltd., payable at Mumbai duly crossed and superscribed "Account Payee Only "along with **Annexure "A"** and **"C"** attached herewith and other documents like NSIC Certificate, wherever applicable on or before **01.02.2016 up to 3.00 PM**

The **Annexure A, Annexure C** and EMD should reach at the following address by **01.02.2016, 3:00 pm.**

**CPO(Mktg.)
A Installation ,
Bharat Petroleum Corp. Ltd.,
Sewree (East),
Mumbai -400015**

- 2.1 EMD exemption is applicable only for those NSIC / SSI units who fulfill following conditions :
 - A. SSI units should be registered with National Small Scale Industrial Corporation (NSIC).
 - B. The units should be registered for the item tendered for e-auction.
 - C. The monetary limit indicated in NSIC registration certificate should cover the value of items ordered.
 - D. Registration certificate should be valid as on date of order.
 - E. Photostat copy of valid NSIC registration certificate should be submitted as support.
- 2.2 Registration with DGS&D will not entitle a tenderer to claim exemption from security deposit EMD.
- 2.3 BPCL / E-Procurement Technologies Ltd. reserves the right to reject the request for EMD exemption if any one of above conditions are not met in full to their satisfaction and BPCL decision in this matter is final and binding to accept or reject on this EMD exemption clause.
- 2.4 On receipt of your EMD and other documents, your login ID / Password will be e-mailed by **M/s. E Procurement technologies ltd.** by **01 - 02.02.2016**, through our secured server to your valid and confidential email provided by you in **ANNEXURE "A"**. On receipt of the passwords a confirmatory email 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.
- 2.5 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.

- 2.6 To enter the e-auction on <https://eprocure.procuretiger.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 website to carry out secure and confidential Auto bid. (Refer to **Annexure-C** for instruction of Auto bid.)
- 2.7 Please Note each Registered Participants shall pay refundable 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 DD as mentioned in the General Conditions of sale.
- 2.8 During the online bidding process, BPCL reserves the right to change the start bid price as considered appropriate. 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 bid 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 do 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. The EMD paid for an auction or an item may be appropriated and forfeited against non-compliance with the terms and conditions in another or item.

ANNEXURE - 2

GENERAL CONDITIONS OF SALE/DISPOSAL

1. Inspection of the materials :

- 1.1 All SCRAP Items/scrap materials will be sold in MT / Lot / No. basis as mentioned in **Table 'A' [Part-1]** on "As Is Where Is and No Complaint" basis. The materials will be available for inspection at the respective site on production of this catalogue to the Security / Engineering / Operating Staff on duty on any working day and time specified in this catalogue till **02.02.2016 at 3:00 pm.** with prior appointment.

2. Earnest Money Deposit (EMD) :

- 2.1 For participating at our e-Auction, the intending bidders shall pay refundable Earnest Money Deposit (EMD) by Demand Draft from any Nationalised or Scheduled Banks as mentioned against each Category in the catalogue on or **before 01.02.2016** along with **Annexure-A & Annexure-C** drawn in favour of Bharat Petroleum Corporation Ltd., payable at Mumbai, duly crossed and superscribed "Account Payee only". No interest is payable for the deposit amount held by us.

- 2.2 As per BPCL Corporate policy all EMD payments irrespective of successful or unsuccessful bidders shall be deposited in the operating Bank of BPCL immediately. The EMD payments of **unsuccessful bidders** shall be returned by cheque without any interest subsequently **within 45 working days** approximate through courier or Registered A.D. at the address given by them. 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.

- 2.3 Every bidder is under unconditional obligation to buy materials at the price offered by him whether he has been the highest bidder or not.

- 2.4. The successful party will be advised the outcome of the e-auction result by issuing a sale letter within a reasonable time, i.e. **45 working days** 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.

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 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. Therefore, 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.

4. Since the quantities mentioned are approximate, BPCL reserves the right at the time of issue of sale letter to direct the successful bidder to deposit additional amount equivalent to 10% of the tender quantities to take care of any upward variations at the time of upliftment of materials with mutual consent and agreement. Successful parties are requested to inform

immediately after the e-auction whether they are willing to accept 10% additional quantity. In case of downward quantities, the amount paid will be adjusted and returned to party without any interest by cheque. EMD payment retained can not be adjusted against additional quantities at the time of upliftment which may please be noted.

5. At any given time there can be only one H-1 bidder per lot / item.

If more than one bidder bids, 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.

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 within 4 weeks of the issue of Authority Letter.

6. E Procurement Technologies Ltd. :

- 6.1. **E Procurement Technologies Ltd.** runs its business on the basis of a robust Web Site. However, **E Procurement Technologies 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 / **E Procurement Technologies 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 / **E Procurement Technologies Ltd.** directly or indirectly effecting On-line method of Bidding.
- 6.2. **E Procurement Technologies Ltd.** takes no responsibility of the quality, quantity, documentation details of buyers / sellers. Both the buyers & sellers agree to defend indemnity and hold harmless, **E Procurement Technologies Ltd.** from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall **E Procurement Technologies 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 **E Procurement Technologies 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 **E Procurement Technologies 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. **E Procurement Technologies 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. **E Procurement Technologies Ltd.** shall neither be responsible nor liable to mediate or resolve any disputes or disagreements between the Seller and Bidder.
- 6.3. The Seller / Bidder agrees to limit the liability of **E Procurement Technologies 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 **E Procurement Technologies 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.

6.4. In the event of any dispute with regard to non-lifting / non-availability of inspected materials etc. and forfeiture of 'EMD' by participant. **E Procurement Technologies Ltd.** will not be held responsible for the loss / forfeiture.

7. Auction Result :

7.1 Auction Result will be declared subject to confirmation from BPCL. The result will be declared within 30 working days approximate from the date of Auction.

7.2 The rate offered by the bidder shall be considered as Basic Price Per Unit of the items mentioned. All taxes, Duties, VAT, Additional Tax, TCS and Turn-over Tax or any other statutory levies or taxes as applicable under the relevant Sales Tax / Excise Act / IT Act or any other act shall be charged extra at the rate prevailing at the time of sale letter / delivery.

7.3 The present tentative rate of Local Sales Tax (VAT), CST with Form "C", CST without form 'C' as applicable are given in Table "A" [Part -2]. However, these Taxes, i.e. VAT, CST with Form or Without Form C / Excise Duty / TCS rates etc as applicable shall be on actuals. In case, CST with C form if applicable and claimed by successful party, they have to submit the C form along with the sale amount. Tax Collection at Source [TCS] @ 1 % of [basic value + Sales Tax] will be charged extra to all Bidders for all items. Successful bidder has to deposit the amount of equal to [basic + ST + 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. Full amount for VAT/CST with applicable rates shall be paid in case the party is not able to produce the 'C' form.

7.4. Please note that taxes / duties, TCS etc. statutory levies shall be as applicable at the time of sale letter / upliftment. Decision in regard to applicability of VAT / CST / Excise / TCS rates etc. as decided by BPCL would be final and binding to the successful bidder and bidders cannot claim / dispute on this matter.

7.5. Any failure to accept the rate of taxes / duties / TCS etc. as may be indicated by BPCL in the sale letter, BPCL reserves the right to forfeiture of EMD and cancellation of sale letter without assigning any reasons.

BIDDING SCREEN:

7.6. **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. 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.

7.7. 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.

8. Payment & Delivery :

8.1 Successful Bidder [H-1 Party] will have to make payment of full Sale value [including Local Sales Tax / CST / VAT and TCS as applicable] in the form of Demand draft in favour of Bharat Petroleum Corporation Ltd., payable at Mumbai, **within 4 weeks** of Sale Letter(for the available material as intimated by the plants) / intimation of bid acceptance and uplift the materials by making their own arrangements **within 4 weeks** of Authority Letter issued by BPCL, failing which action as under will be taken by BPCL without any recourse

A]. Party's EMD will be forfeited.

B]. 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.

C]. The party may also be debarred from participation in any future sales / auctions.

NOTE : 1) EMD will be returned after completion of the disposal

2) Successful party has to make payment in full and in one installment only, for the available material at plants as shall be intimated by the plants during the rate contract period.

9. Description of Materials and Quality and Quantity :

9.1 The materials shall be disposed off in "AS-IS-WHERE-IS" and "NO COMPLAINT" basis in single lot only.

9.2 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. The Purchaser must lift the declared quantity within prescribed time of two weeks. The sale / disposal offer may be withdrawn by the seller any time before issue of sale letter and the decision of the seller in this regard is final and binding on all.

9.3 Each truck may be weighed, both before and after loading on weighbridge and weight witnessed jointly by officers of BPCL / Purchasers representatives if required.

10 Removal of Materials :

10.1. The purchaser shall complete the transaction including collecting the scrap material

before 5.00 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 our representative at site on production of our Authority

Letter which will be issued after the payment of total sale price including Sales Tax, etc.

10.2 The Seller reserves the right to unload the vehicles for inspection purpose. If it is suspected at any time that the purchaser has loaded the material / materials for which he is not purchaser or if the purchaser is found to carry excess material than that mentioned in the documents, the Co. will be within its right to detain the truck, unload the goods at the cost & expenses of the purchaser & terminate the contract forthwith and forfeit the sale value & claim such further losses and damages that may be caused to the Seller.

10.3 Any damage to the Seller's or Third Party's properties during removal of the items will have to be made good by the successful purchaser at their own cost. The Seller reserves the right to claim from the purchaser 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 purchaser or their men. Until such losses are reimbursed, delivery of the material sold will not be given to the purchaser.

10.4 Loading / Unloading will be carried out by the purchaser at his own costs & risk. All material handling machines / equipments, tools and tackles, labour, 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 purchasers at their own cost. Non-availability of the same will not be considered as a ground for 'Late-Lifting' of the materials.

Scrap material 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.

11. Decision in case of disputes :

11.1 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.

11.2 Only the appropriate Court in Mumbai, Maharashtra will have Jurisdiction to deal with any disputes arising out of this contract.

In case, of any dispute arising out of or relating to the terms of this contract the matter shall be referred to one Arbitrator appointed by Seller. The arbitrator so appointed shall act in accordance with the provision of Arbitration & Conciliation Act, 1996 and the venue of arbitration shall be Seller's Office or as suggested by the Seller.

12. Right of Acceptance / Rejection of offer :

12.1 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.

12.2 The goods are sold subject to the reserve / expected price obtained by the Seller to their satisfaction. The Seller is not bound to accept the highest offer. The Seller reserves the right to reject any conditional offers.

13. Forfeiture of Earnest Money Deposit :

13.1 In case of failure of the purchaser to comply with the conditions of the tender / contract, the Seller may at its discretion, terminate the contract and the EMD paid by the purchaser will stand forfeited for the breach of contract by the purchaser. The lot in question will be re-sold by the Seller, without any reference to the purchaser, to any other buyer at the cost and risk of the defaulting purchaser. The deficit if any will be recovered from the defaulting purchaser.

13.2 The lots paid for must be completely removed at the purchaser'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 at the purchaser's risk and expense. In this event, the purchaser will be liable to compensate the Seller for all the damages and losses that the Seller may suffer on account of re-selling / re-auctioning the lot. This will be in addition to EMD that will stand forfeited in the event of the purchaser not removing the lots within the specified time.

13.3 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.

14. Termination of Contract :

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

14.1 Unsatisfactory execution or performance of the contract by the purchaser.

14.2 For improper behavior of the purchaser or breach of the terms and conditions of the contract.

14.3 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 purchaser or his agent or servant committing or attempting to commit theft, fraud, dishonesty or gross misbehaviour 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.

14.4 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 purchaser'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.

15. 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 purchaser only when material is taken out by the Purchaser from the factory Premises after getting valid dispatch documents.

16. General:

16.1 All Safety Regulations should be followed by the purchaser and their men in removing the items. Also the purchaser 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. The work will be allowed to carry out during working hours of the Installation / Depot / Division / LPG Plants etc. only. The work should be commenced only after obtaining necessary permission from the Corporation's representative. The men employed to carry out the work should observed the Corporation's rules and regulations at the location.

16.2 Any injuries to workers employed by the successful purchaser 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 purchaser and not of the Corporation. The Purchaser should also indemnify the Corporation against all liabilities / demurrage claims arising out of non-compliance by the purchaser of all statutory requirements currently in force or made applicable subsequently. The successful purchaser will keep the Corporation indemnified against all damages / claims arising of the aforesaid.

16.3 All notices, letters sent to the purchaser shall be deemed to have been received by him / them on expiry of 48 hours from the time of posting if the same are sent at the address given by the purchaser.

16.4 Resale will not be recognized and release order will be made out in the name of actual successful purchasers only.

16.5 The purchaser shall not be entitled 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 purchaser whose names are mentioned in the delivery order.

16.6 The successful party 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 successful party shall be held responsible for the consequences thereof and shall keep the company / seller harmless and indemnified .

16.7. The terms and conditions of tender for disposal of scrap material as per **Annexure –1 & 2** shall be applicable.

16.8 Any change in Conditions of sale or Additional Conditions of sale, if any, will be announced in **E Procurement Technologies Ltd. web site** at the time of auction on line.

16.9. 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]**

16.10. 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]**

16.11. The tentative sales tax (VAT / CST with form "C" / CST without form "C") and TCS applicable are provided in **TABLE-A [PART – 2]**

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

17. The Validity period of the offer is 45 days from the date of e-auction.

18. Successful parties may note that :

- (a) Item once sold cannot be taken back or exchanged. Should any successful tenderer 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 tenderer. If such re- sale proceeds is more than the earlier defaulting successful tenderer's offer, they will not be entitled for any increased proceeds realized by the Corporation. However, if the re-sale proceeds are less than the earlier defaulting successful bidder, the seller reserves the right to recover the difference in re-sale realization from the defaulting earlier successful bidder.
- (b) Resale, transfer on assigning the unremoved / undismantled materials 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.

19. 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 must be completed as above, but not exceeding 10 weeks from the date of authority letter as shown above, failing which appropriate action as deemed fit will be taken in line with the general terms and conditions of the auction tender

Special terms and conditions for sale of scrap

| Sr. no. | Details | Time limit | Remark |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Time limit for EMD refund when bidder is not H1 for any lot in the current auction | 45 days from completion of auction | |
| 2 | Time limit for EMD refund when bidder is H1 for any lot in the auction | After completion of sale of all the lot for which customer is H1 | EMD for the lots where customer is not H1 will be adjusted for the lots where customer is H1. |
| 3 | Time limit for EMD refund when bidder is H1 for any lot in the auction and sale is against C form | After completion of sale of all the lots for which customer is H1 and after receipt of C form for all the lots for which sale is made against C form | EMD will be refunded only after receipt and acceptance of "C form" from respective finance. |
| 4 | Time limit for C form submission if sale is against C form | 6 months from date of invoice | If C form is not submitted within this time frame, differential tax will be paid to the respective tax authorities with interest, interest will be deducted from the EMD submitted. |
| Condition for sale against "C form" | *Customers have to submit necessary documents i.e. valid sales tax registration certificates (VAT / CST) towards their eligibility to purchase the respective scrap materials against "C" Forms. In other words the sales tax registration certificates should clearly depict the eligibility of the vendor to purchase the products against "C" Forms. | | |

ANNEXURE – A

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

From:

Date :

To,

**M/s. Bharat Petroleum Corp. Ltd.,
CPO (Mktg.),
A-Installation,
Sewree (East), Mumbai -400015
Fax. 022 24117878**

Sirs,

Re: REQUEST TO ISSUE OUR LOGIN ID / PASSWORD FOR PARTICIPATING IN THE e-AUCTION TO BE HELD ON BEHALF OF BPCL ON 04.02.2016 FROM 12.30 HRS FOR VARIOUS LOTS.

A. EMD Details :

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

All DDs are payable to Bharat Petroleum Corporation Ltd. at Mumbai

| Lot No | DD No. | Amount |
|---------------|---------------|---------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

B. EMD Exemption Details : (if applicable) :

We are exempted from EMD as per **Clause No.2.4** of **Annexure-I**. Accordingly we are enclosing the documents for exemption of EMD.

C. A valid Pollution control Board certificate is attached with the EMD.

D. General Notes:

We hereby confirm that we have understood the steps for Bidding on **e-Procurement Technologies Ltd.** Site <https://eprocure.procuretiger.com> and would like to participate in the mock online training auction for BPCL to be held from **01 - 02.02.2016** onwards..

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 accept all terms and conditions of the e-auction sale tender document in full.

1. We will honour the Bids placed by us during the auction procedure.
2. We also confirm that we will e-mail a scanned copy or fax the price confirmation of our final online quoted rate as per Annexure B immediately after completion of e-auction followed by original price confirmation sent through courier.

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

E Mail Id_____

PAN No. _____

(Please enclose PAN Card Copy/ In case PAN Card copy is not enclosed, your DD will not be accepted)

VAT/TIN No. _____

(Please enclose a copy of VAT/ TIN no.)

if customer wants to purchase the scraps against C form, Customers have to submit necessary documents i.e. valid sales tax registration certificates (VAT / CST) towards their eligibility to purchase the respective scrap materials against "C" Forms. In other words the sales tax registration certificates should clearly depict the eligibility of the vendor to purchase the products against "C" Forms.

Thanking you,
Yours truly,

Company Stamp & Seal

[Name & Signature]

Encl : 1] Drafts as above.

2] Other documents [provide full details]

Tel. No. : Office

Residence:

Mobile :

Ph No.:

Fax No :

ANNEXURE – B

Confirmation of Training

To,
M/s. Bharat Petroleum Corp. Ltd.,
CPO (Mktg.),
A-Installation,
Sewree (East), Mumbai -400015
Fax. 022 24117878

This is to confirm that we have understood all bidding procedures for the Forward auction to be held on **04.02.2016**. We also confirm that we have understood and comply with all tender terms and conditions mentioned in the tender document - **DISP/CPO (M)/15-16(2)/05-Lube Plants**.

Thanking you,
Yours truly,

Company Stamp & Seal

[Name & Signature]

Annexure – C : Bidding procedure and Auction guidelines

A. Steps for Actual Bidding Procedure :

1. Go to <https://eprocare.procuretiger.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 upto 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 10 minutes.

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 finalise the disposal of the items (Lots) against this Tender through e-auction mode. BPCL has made arrangement with **M/s. E Procurement Technologies Limited**, (ETL), 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 communication immediately to **M/s. E Procurement Technologies Limited**, furnishing the price the bidder wants to bid online with a request to upload the faxed price on line so that ETL will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to ETL has to solely ensure that the fax message is received by ETL in a readable / legible form and also the bidder should simultaneously check up with ETL 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 up loaded by ETL 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 ETL should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of ETL at the time of receipt of the fax message from the bidders, ETL will not be uploading the prices and either BPCL or ETL 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 ETL is responsible for such eventualities.
2. M/s. E Procurement Technologies Limited shall arrange to train your nominated person (s), without any cost to you after the submission of the required documents & the EMD amount.
3. **Starting Bid / Bid Increment:** The opening price and the bid increment value for the respective Lot has been mentioned vide Annexure A Table-1. BPCL reserves the right to revise the start bid price at the time of auction.
4. **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.
5. 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.

6. Procedure of e-Auction:

- i. **The start bid price & increment price have been mentioned vide Annexure A Table-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 DD for any category can bid for all LOTS mentioned under this category. In case the bidder is H1 in any or more categories, he has to uplift the said LOT as will be confirmed by BPCL at its discretion. In case the bidder backs out from uplifting this LOT, then the whole EMD for that category will be forfeited by BPCL.
- iv. **Auto Bidding:** Auto Bidding feature is a feature to safe guard the bidder's interest of any Internet failure or to avoid last minute rush. This feature allows Bidders to place an automated bid against other Bidders in an auction for each Lot and bid without having to enter a new amount each time a competing Bidder submits a new offer for any particular Lot.

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

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

- Bids are submitted in increments (increasing bid amounts). The application automates auto bidding by processing auto bids automatically, according to the increment that BPCL originally established when creating the auction, submitting offers to the next bid increment each time a competing Bidder bids, regardless if competing bids are submitted as auto or manual bids.
7. 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 ETL, 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 e-Auction.
 8. 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 forfeiture of EMD for the whole category.**
 9. After the receipt of the EMD and other required documents, the bidder shall be assigned a **Unique User Name & Password** by E Procurement Technologies Limited. **The bidders are advised to change the Password** and edit the information in the Registration Page after the receipt of initial Password from E Procurement Technologies Limited to ensure confidentiality. All bids made from the Login ID given to them will be deemed to have been made by their company.
 10. The bidders will be able to view the following on their screen along with the necessary fields in the e-Auction:
 - a. Highest Bid (H1 unit Rate) 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.
 11. At the end of the e-Auction, BPCL will decide upon the winner. BPCL's decision on award of Contract shall be final and binding on all the Bidders.
 12. BPCL shall be at liberty to cancel the e-auction process at any time, before disposing, without assigning any reason.
 13. BPCL / ETL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
 14. **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.

- 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 ETL can decide to extend, reschedule or cancel any Auction. Any changes made by BPCL and / or ETL, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- ETL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- ETL is not responsible for any damages, including damages that result from, but are not limited to negligence.
- ETL 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.

15. ONLINE BID FORM

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.) | Unit Rate in INR (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.
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. The "Unit Rate in INR (In Words)" will be automatically converted by the System.
4. 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 increment value.

| LOT NO. | LOCATION / ADDRESS | PLANT CODE | 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) | QTY. | EMD | START PRICE (Rs.) | INCREMENTAL VALUE (Rs.) | AUCTION START TIME | AUCTION CLOSE TIME |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------|-------------------|-------------------------|--------------------|--------------------|
| 64 | WADILUBE LUBE PLANT, BPCL, Mallet Road, WaDIBUNDER, mumbai - 400 009 (MAHARASHTRA). Contact Person : Mr. Baskar Rao. Tel. No. : 022-23772271. | 5400 | USED MS EMPTY BARRELS (Broken / corroded) | 5000 NOS. | 250000 | 136 | 1 | 1230 Hrs | 1300 Hrs |
| 65 | WADILUBE LUBE PLANT, BPCL, Mallet Road, WaDIBUNDER, mumbai - 400 009 (MAHARASHTRA). Contact Person : Mr. Baskar Rao. Tel. No. : 022-23772271. | 5400 | USED MS EMPTY BARRELS IN GOOD CONDITION | 10000 NOS. | | 3200 | 2 | 1230 Hrs | 1300 Hrs |

| | | | | | | | | | |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------|------|-------------------------------|------------|--|-------|----|----------|----------|
| 66 | WADILUBE LUBE PLANT, BPCL, Mallet Road, WaDIBUNDER, mumbai - 400 009 (MAHARASHTRA). Contact Person : Mr. Baskar Rao. Tel. No. : 022-23772271. | 5400 | SCRAP HDPE PLASTIC DRUMS | 1500 NOS. | | 400 | 2 | 1230 Hrs | 1300 Hrs |
| 67 | WADILUBE LUBE PLANT, BPCL, Mallet Road, WaDIBUNDER, mumbai - 400 009 (MAHARASHTRA). Contact Person : Mr. Baskar Rao. Tel. No. : 022-23772271. | 5400 | SCRAP HDPE PLASTIC CONTAINERS | 50.000 MT. | | 14400 | 70 | 1230 Hrs | 1300 Hrs |
| 68 | WADILUBE LUBE PLANT, BPCL, Mallet Road, WaDIBUNDER, mumbai - 400 009 (MAHARASHTRA). Contact Person : Mr. Baskar Rao. Tel. No. : 022-23772271. | 5400 | PLASTIC POLYTHENE SCRAP | 50.000 MT. | | 12000 | 60 | 1230 Hrs | 1300 Hrs |

| | | | | | | | | | |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------------|------|--------|-----|---|----------|----------|
| 78 | BUDGE BUDGE LUBE PLANT, BPCL, South 24 Parganas, BUDGE BUDGE - 700 137 (W.B.). Contact Person : Mr. Veenit Kashyap. Tel. No. : 033-24986467. | 5300 | Empty Barrels (20 G) | 5000 | 175000 | 320 | 2 | 1400 Hrs | 1430 Hrs |
| 79 | BUDGE BUDGE LUBE PLANT, BPCL, South 24 Parganas, BUDGE BUDGE - 700 137 (W.B.). Contact Person : Mr. Veenit Kashyap. Tel. No. : 033-24986467. | 5300 | Empty Barrels (18 G) | 1000 | | 336 | 2 | 1400 Hrs | 1430 Hrs |

***Pollution control Board Certificate required from the parties for all above mentioned lots.
EMD should accompany the PCB Certificate , without which the DD will not be accepted.**

TABLE - A (PART-2)

| TENTATIVE TAX RATES (Tentative) | | | |
|----------------------------------------|---------------------------------|-----------------------|----------------------------------------------------------|
| STATE | TAX | SCRAP MATERIAL | BARRELS # Barrels made of MS/Plastic/HDPE |
| Maharashtra | VAT | 5% | 5% |
| | CST WITH FORM 'C' | 2% | 2% |
| | CST WITHOUT FORM 'C' | 5% | 5% |
| West Bengal | VAT | 5% | 5% |
| | CST WITH FORM 'C' | 2% | 2% |
| | CST WITHOUT FORM 'C' | 5% | 5% |

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/ after the auction.

ARBITRATION CLAUSE:

“Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of Owner / Vendor against omission or account of any of the parties hereto arising out of or in related to this Contract shall be referred to the Sole Arbitration of Director (Marketing) of BPCL or to some officer of BPCL who may be nominated by the Director (Marketing).

In the event the Arbitrator being unable or refusing to act for any reason whatsoever, the Director (Marketing) of BPCL shall designate another person to act as an Arbitrator in accordance with the terms of the said Agreement. The Arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor.

It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Share holder of the Corporation.

The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the contract and the law applicable to arbitration proceedings will be the Arbitration and Conciliation Act, 1996 or any other enactment in replacement thereof.

The language of the proceedings will be English and the place of proceedings will be Mumbai

The parties hereby agree that the Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any Award or Awards made by the Sole Arbitrator hereunder shall be filed, if required, in the concerned Courts in the City of Mumbai alone.”

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