BHEL :: TRICHY-14
DISPOSAL STORES / MM

No. DPS/ 2024-25 / EA-419B **Dt.: 28.01.25**

TO,
C1 India (P) Ltd
Plot No. 68, 3rd Floor, Sector-44,
Gurugram- 122003, Haryana.

Dear Sir,

Sub: Forwarding of E-auction EA-419B list and programme schedule - Reg.

The E-Auction **EA-419B** is to be held on **03/02/2025** at BHEL/HPBP/TRICHY-14.

The following documents are sent herewith for your further action.

1. Auction List **EA-419B**
2. E-auction Programme Schedule Terms and conditions.

Please acknowledge the receipt of the list and the same may be displayed in the **C1 India (P) Ltd** E-auction site.

Thanking you,

With Regards
S. MURALISANKAR
MANAGER / MM STORES
For BHARAT HEAVY ELECTRICALS LIMITED

Encl.: As Below

Contd. …P/2.

BHEL : : TRICHY-14
DISPOSAL STORES / MM

AUCTION SCHEDULE EA-419B

DATE OF AUCTION	03-02-2025
INSPECTION DATE	29.01.25 – 03.02.25
TIME	From 9.00 AM To 4.00 PM
VENUE	BHEL / HPBP / TRICHY-14

ANNEXURE-A

AUCTION TERMS & CONDITIONS-REGULAR LOT

1. **Pre-bid EMD** decided by BHEL: All bidders shall pay pre bid EMD fixed for each lot to C1 INDIA before auction and bidder should indicate for which lot they are paying EMD. BHEL will inform C1 India about the applicable pre-bid EMD amount for each lot. Only bidders who have paid Pre-bid EMD shall be allowed to participate in the auction. For successful H1 bidder, Pre-bid EMD Shall be sent to BHEL account within one working day by C1 INDIA (P) Ltd. For all other unsuccessful bidders, Pre-bid EMD shall be refunded within one working day by C1 INDIA (P) ltd on completion of Bidding. EMD shall not carry any interest. Pre-bid EMD shall be refunded on successful completion of contract & remittance of GST TDS in GSTN portal with GSTIN of BHEL Trichy (in GSTR-7), in applicable cases. To release the Pre-bid EMD, the successful bidder should submit EFT Mandate & copy of cancelled cheque leaf.
2. **Duration:** Sale orders will be issued by BHEL and the duration of the contract with the Successful Bidder shall be 30 working days from the date of release of first Sale order. The sale order shall be released within 10 working days after the receipt of pre bid EMD from C1 India.
3. **Payment:** Subject to issue of sale order by BHEL, the successful bidder shall make full payment together with taxes, as applicable.

Payment Schedule (Inclusive of applicable taxes & duties) is as given below:

- Last date for full payment without penalty: within 7 working days from the date of each sale order.
- Last date for full payment with 1% penalty: beyond 7 working days and within 14 working days from the date of each sale order.
- Working Days means – BHEL-Trichy working Days. If last day of payment falls on BHEL-Trichy holiday, then the next working day will be the last date.

4. **Delivery period:** The delivery of tendered material will be strictly as per the sale order issued by BHEL Trichy according to the quantity/value indicated for release in the said order. The material shall be cleared from the premises of BHEL Trichy on **"As is where is basis"** as per delivery schedule. Delivery can be taken only after making full payment together with taxes, as applicable.

Delivery schedule is as given below:

- Last Date for taking delivery without Ground Rent: within 20 working days from the date of each sale order.
- Last Date for taking delivery with 1% Ground Rent (plus GST) on the total material value shall be applicable for delivery beyond 20 working days and within 30 working days from the date of each sale order).

General Terms & Conditions

1. This is an open tender and bidders are advised to participate in the tender through our service provider.

   BHEL Scrap Auction Website - https://bhelscrap.c1auctions.com

2. On the day of inspection, Inside HPBP - BHEL premises bidders may be visited between 09:30 am to 12.00 pm & from 01:30 pm to 04:00 pm, for which bidder has to bring C1 India bidder profile report issued by C1 INDIA, Aadhar card or authorization letter from bidder & aadhar card.

TAXES & DUTIES:

3. GST as per the prevailing tariff wherever applicable at the time of delivery on the sale of materials covered under this auction shall be borne by the successful bidders. Income Tax at Source: In view of the collection of tax at source for sale of scrap under Section 206C of the Income Tax Act 1961, Income Tax is applicable on sale of scrap @ 1.00% (on total material value plus GST).
4. If the successful bidder is liable to deduct GST TDS @2% as per the provisions of Sec. 51 of CGST Act, 2017, the bidder will remit the payment net of GST TDS.
5. Payments to be made to BHEL through RTGS / NEFT only.
6. Notwithstanding anything contained in the auction sale notice issued as to description and particulars of material put for sale, the sale is on ~**as is where is~ basis only**. The buyer shall have to satisfy himself on inspection of the lots as to what they contain and make his/her offer accordingly. No plea or misunderstanding or ignorance or conditions put forth subsequent to any confirmation of sale shall be accepted. The principle of ~**CAVEAT EMPTOR**~ (let the buyer be aware) will apply.

DELIVERY:

7. Delivery of the material as put up for sale subject to change by nature's wear, tear and exposure to atmospheric condition. No complaint regarding quality or description of the materials sold will be entertained once the bid is accepted.
8. No test certificate will be issued for sold materials.
9. The material will be delivered only to the successful bidder against the submission of C1 India bidder profile report issued by C1 INDIA, Aadhar card certified by notary public.

   If the successful bidder desires to authorize a representative or an agent for delivery, in such case the bidder shall submit bidder's C1 India profile report, bidder's aadhar card, authorization letter, representative/agent aadhar card for each lot separately certified by notary public to lift the materials from BHEL premises.

   Request letter for permitting the vehicles for loading of materials to be submitted prior to delivery.

10. The documents mentioned in the point no:09 to be submitted at HPBP –Disposal stores office during delivery of material.
11. Working Days means – BHEL-Trichy working Days. If last day of delivery falls on BHEL-Trichy holiday, then the next working day will be the last date.

12. All deliveries will commence from 8.30 am and close at 3.30 pm. The buyer should intimate **two days** in advance as to when vehicle will be placed for taking out the materials. If the buyer comes without prior intimation, BHEL has got the right to return the vehicle without loading and buyer cannot claim for any loss towards the same. While taking delivery of material, vehicle must be placed before 8:30 am on that particular day. Material delivery will be cancelled if there is any delay in placement of the vehicle.
13. The buyer shall bring their own bags and boxes, cases or their receptacles for the removal of the auctioned items and shall be responsible for loading, weighment of materials under supervision of authorized official of BHEL.
14. Against the lots in two/three locations, material in the first location (1/2 or 1/3) will be delivered first and if any shortage is there to cover it the material available in the subsequent locations (2/2 or 2/3 and 3/3) will be delivered. Within a location, material shall be taken from the starting point/end in a continuous manner in the mentioned direction.
15. Delivery priority shall follow on a first-come, first-served basis of full payment.
16. Materials sold but not removed within the 30 working days will become the property of BHEL and it will have the right to dispose of such goods in any manner as they may deem fit without any notice. Remaining full amount along with EMD shall be forfeited. No interest will be paid to the purchaser on the amount paid or deposited by him and on the amount refundable to him if any.
17. Crane / JCB/ gas cutting/ labour deployment permission will be given if necessary for lifting the sold materials (Request letter to be submitted at least one day before the date of delivery). Kindly note that all expenses for the above will be borne by the buyer. Buyers need to deposit photocopy of Aadhaar card of the labour at the time of entry to BHEL gate.
18. If any lot indicated as loading only JCB, then no alternate method of loading shall not be allowed for that lot.
19. If the quantity in a lot on actual weighment is less than the announced quantity as indicated in the auction material list, BHEL will not make good the deficiency under any circumstances. The buyer thereof will be entitled to obtain a refund for the undelivered quantity at accepted rates. No interest will be paid on the amount of short delivered quantity.
20. Bidder engaged crane / JCB / gas cutting set should not cause any damage to BHEL equipment's/ Properties.
21. If any foreign materials are found mixed in the lot, other than the items included in the auction catalogue/ sale order, BHEL reserves the right to remove the same at the time of delivery.
22. Loading should be done as a whole without choosing and picking. No segregation/selection of material within a sold lot will be permitted.
23. Weighment recorded on the weighbridge at BHEL will be considered as final and complaint regarding discrepancy in weighment of material after the vehicle leaves BHEL premises will not be entertained.
24. **Materials sold but bidder/buyer fail to lift the material within the contract period then forfeiture of the pre-bid EMD and also they will not be allowed to participate in the HPBP-BHEL-Trichy E-auctions for the next three months**.
25. BHEL/C1 INDIA will not be in any way responsible for failure to deliver the materials due to cause beyond their control such as strike, lockout, cessation of work by labourers, shortened hours, act of GOD or other causes or other contingencies whatsoever. The buyer shall not be entitled to cancel the contract and the period of delivery shall automatically be proportionately extended accordingly.

SAFETY:

26. BHEL Security and Safety regulations should be observed by the bidders when their cranes/JCB/ gas cutting set are engaged in the work under this Auction.
27. The labourers/JCB/crane/Gas cutting set engaged under this Auction should not be permitted to stay inside BHEL works after completing their days' work. It will be the responsibility of the Bidders to take the labourers/JCB/Crane/Gas Cutting set out of BHEL works as soon as their day's work is over.

CONDUCT DURING DELIVERY:

28. Buyers shall solely be responsible for movement and proper behaviour of their deputies, agents, etc. within BHEL premises. If any damage caused to BHEL's property, the buyer is responsible to make good such damage to the satisfaction of BHEL and the decision of BHEL in this regard shall be final and binding.
29. Bidders and their representatives wearing proper attire (including applicable personal protective equipment) will only be permitted to enter BHEL premises.

ACCIDENTS:

30. BHEL/C1 INDIA will not at any point of time be responsible for any injuries caused due to accident within the factory premises or at the place of work and the buyer will make proper arrangement for medical attention and treatment to the labourers. The buyer will be solely responsible for any claim arising out of the employment, injuries to labourers in the course of employment under any statute. It is the responsibility of the buyer to provide necessary personal protective equipment (like hand gloves, boots etc) and temporary group insurance to the labourers who are engaged for handling of the goods.

BLACKLISTING:

31. If it is found that the bidder/buyer is not following the terms and conditions regarding payment/delivery or other conditions of the auction and also indulging in any malpractices either himself/herself or by his/her agents, deputies or observer, such bidders/buyers are liable to be blacklisted and appropriate action will be taken as deem fit by BHEL/C1 INDIA.
32. In the event of any dispute in connection with this sale, the decision of BHEL / C1 INDIA shall be final and binding on the parties to the auction sale. Further any such dispute, doubts or differences of opinion arising at the time of payment or delivery, bidders shall agree and abide by the decision of BHEL / C1 INDIA.
33. Any auctioned materials shall not be sold or parted with to any of the employees of BHEL/C1 INDIA.

    C1 INDIA/BHEL reserve the right to withdraw from the sale the materials offered for sale in full or part thereof prior to the acceptance or after the acceptance of the bid without assigning any reason whatsoever.
34. **The multiple bidders logging in from same IP address is prohibited. In case of violation by any bidders, action will be taken by forfeiting Pre-BID EMD & Blacklisting of bidders for three months from HPBP-BHEL-Trichy E-auctions**

RULES & REGULATIONS

35. Minimum wages act 1948, Payment of wages act 1936, Workman compensation act 1923, Factories act 1948 and all other applicable Acts shall be complied with by the Bidder.
36. Statutory requirements, Rules, Regulations, Notification in relation to employment of his employees issued from time to time by the concerned authorities shall be complied with by the Bidder.
37. The terms and conditions are supplementary to the remedy available under the law.
38. The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website https://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

Note: "Working Days" means – BHEL-Trichy working Days