



JHS2031A Rev 00

Bharat Heavy Electricals Limited, Jhansi
(Factory Main Store- Scrap Sale)
PO: BHEL, Jhansi PIN 284120 (UP)
Email: pnyadav@bhel.in Phone No. 2507
GENERAL TERMS AND CONDITIONS OF SCRAP SALE
Through M/s mJunction, Kolkata

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Clause No.	<u>Description</u>
A	General:
	A.1. These general terms & conditions shall apply to all enquiries, notice inviting tenders, request for quotations concerning the purchasing of Scraps from Bharat Heavy Electricals Ltd., Jhansi (hereinafter referred to as BHEL or the Seller). A.2. In addition, Special Terms & Condition (STC) shall specifically apply to all enquiries. If there shall be any difference between the general Terms and conditions of Scrap Sale and the STC, the latter shall prevail. A.3. Any terms and conditions quoted by the buyers in any place shall not be binding on the Seller.
B	Introduction:
	B.1 E-auction bid documents on the live e-auction website shall be treated as final and binding. B.2 Email notification shall be sent to the successful bidder for submission of Security Deposit amount against auction quantity. B.3 EMD & Security Deposit: - The pre-bid EMD shall be a minimum of ₹500 or 2% of the net sale value (estimated tender value) whichever is higher. - Security deposit shall be 10% net sale order value plus 18 % GST or as applicable for successful bidders. Security deposit shall be for full contractual quantity. - EMD Shall be refunded after bidding process. However, if the buyer requests for conversion of EMD to security deposit, it will be considered. - SD to be made within 7 days of sale Intimation through service provider (Service Provider M/s mJunction Services Limited portal). BHEL Jhansi may, at its sole discretion, accept SD up to two weeks beyond the due date with a late payment penalty of 1% per week (part thereof on the SD). If the buyer fails to deposit SD amount within 21 days of sale intimation date the Pre-bid EMD amount shall be liable to be forfeited by BHEL without any further notice or obligation and Contract shall be treated as cancelled. - Successful H1 Bidder has to submit the Physical signed copy of GTC /Tender documents along with Letter of declaration (Annexure-4) after only BHEL Jhansi will issue sale order. Signed documents may be scanned and sent by email to us. - RETURN OF SECURITY DEPOSIT: - Security Deposit shall be released to the request of the buyer upon fulfilment of contractual obligations as per terms of the contract after deducting all expenses / other amounts due to BHEL under the contract. Security Deposit shall be adjusted in the last lot/trip of the vehicle. - The Security Deposit can be adjusted against the last consignment of the lot, if the Scrap Buyer submits a written request for the same. If no such request is received, the Security Deposit will be refunded after receiving the required return-related documents (Annexure-3). If a new lot of scrap is awarded to the same buyer, previous SD can also be transferred as new Security Deposit for the new lot of scrap.



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	(iii) The Buyer must inform BHEL Jhansi about the balance amount (if any) for refund or to adjust the amount to new contract within 90 days of contract closure. BHEL reserves the right not to entertain any claim of balance refund & security deposit after 90 days of contract closure. B.4 The materials offered for sale must be inspected thoroughly prior to due date of e-auction. Bidders have to quote on "as is conditions" of the lot. For inspection & other related matters, bidders may contact BHEL officials (Refer STC). B.5 The quantity tolerance for the lot mentioned in the sale order shall be $\pm 10\%$ for all Lots of Copper and $\pm 20\%$ for all other items. However, decision regarding quantity variation shall rest solely with BHEL and shall be final and binding under all circumstances. B.6 The Contract shall come into force immediately as the bid is confirmed in favor of the successful bidder.
C	General Instructions
	C.1 All the materials are offered for sale on "AS IS WHERE IS". Rates must be quoted on unit basis for each lot separately not in part thereof (i.e. in INR per unit only) exclusive of taxes & duties. All taxes & duties shall be charged extra as actual. C.2. GST rates as indicated in this e-auction catalogue are only indicative. Actual GST rates as applicable on the date of lifting shall be applicable. Bidders are required to satisfy themselves about GST rate through their own sources/means before bidding in this e-auction and any discrepancy should be intimated to Seller at least one working day prior to the e-auction. No complaint from any bidder thereafter, regarding any variation will be entertained after the e-auction goes on live floor. C.3.The quantities indicated against the auction are indicative and may vary as indicated in STC. In the event of actual quantity is less than the estimated quantity, the buyer shall not be entitled to claim any damages, loss of interest or compensation on this account. In case the actual quantity turning out to be more than the estimated quantity, buyer has to deposit the amount for additional quantity after acceptance of seller. C.4. The buyer's workmen shall have to abide by the rules & regulation including safety & security of the relevant statutory Acts. Entry inside BHEL JHANSI should only be permitted against BHEL Gate pass only for the men and equipment for which buyer will have to apply well in advance before lifting commences. The buyer shall ensure that their workmen do not loiter around the other areas of the factory premises and shall not touch any other material except those materials shown to them for auction. If any of their workmen is found violating any of these restrictions, the buyer shall be responsible for any loss caused by their workmen and BHEL decision shall be final and binding towards recovery of loss from buyer. C.5. Contract Period: a) For each lot, the contract period shall be considered up to one month after the "Last Date" mentioned in the Sale Order. However, if the entire material is lifted before the last lifting date, or if the lot is short-closed, the contract shall be deemed closed immediately on the date of such lifting or short-closure.

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	b) Contract period shall be one month after the last lifting date as per the Sale Order. However, in exceptional circumstances, BHEL management reserves the right to extend the contract period at its sole discretion. The decision of BHEL in this regard shall be final and binding. c) The successful bidder shall lift the allotted material lying in the place shown to them by deploying their own labor and transport at their own cost before the deadline (contract closing period).
D	Ground Rent:
	D.1. Ground rent shall be applicable at the rate of 1% per week or part thereof for the un-lifted lot value beyond the last lifting date, up to a maximum period of 4 weeks, provided a written request from buyer for extension is submitted latest by one week of last lifting date as per sale order. If the material is not lifted within these 4 weeks, the contract shall be treated as closed and Security deposit shall be forfeited. Ground rent Calculation: Ground rent shall be charged in four fixed blocks as mentioned below starting from the day after Free Lifting Date (FLD +1 day) irrespective of calendar weeks. Week 1: Day 1 to Day 7 Week 2: Day 8 to Day 14 Week 3: Day 15 to Day 21 Week 4: Day 22 to Day 30 D.2. Lifting Period: The lifting period shall be counted from the date of issuance of the sale order (exclusive of the issue date). Loading shall only be permitted during normal working hours. No lifting shall be allowed on Sundays/ Holidays/ Non-working days. (Please refer STC for lifting period for different category of scrap materials) D.3 If last date (e.g. for EMD submission, SD, lifting date etc.) falls on Sundays/ Public holidays/ Non-working day at BHEL Jhansi then it will be considered to next working day. D.4. Loading Time: The lifting/loading of scrap shall be permitted on all working days between 9:00 AM and 03:00 PM, strictly in accordance with the instructions issued by BHEL. Final weighment is to be completed by 3.30 PM. No loading operations shall be allowed during the designated lunch break. BHEL reserves the exclusive right to modify, extend, or reduce the loading schedule at its sole discretion, based on operational, climatic, or other unforeseen situational requirements (including rain or natural calamities). Such decisions by BHEL shall be final and binding on the purchaser.
E	Safety Provisions:



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E.1 For dispose of e-waste, waste oil, batteries, non-ferrous waste such as lead, copper, zinc waste applicable certificates should be made available by the Scrap Buyer at the time of tendering or before issue of sale order.

E.2 Valid authorization from the appropriate authorities as per law for handling of hazardous wastes under the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016. (as amended to date). Further, the transporter engaged by the Scrap Buyer for shifting of the material should have the knowledge of procedures laid down by Pollution Control Board for handling hazardous items. This section is valid only for hazardous wastes. This legal provision shall be ensured by Scrap Buyer.

E.3 For E Waste and Battery Waste, valid registration with appropriate authority under E-Waste (Management) Rules, 2022 and Battery Waste Management Rules, 2022 respectively (as amended till date). This legal provision shall be ensured by Scrap Buyer.

E.4. Personal Protective Equipment (PPE):

All personnel involved in the lifting, loading, unloading, and transportation of scrap must wear appropriate Personal Protective Equipment (PPE) in accordance with the Factory Act and other applicable rules, as directed by the State and Central Government of India.

E.5. Transport Documentation: The scrape seller must provide valid documentation, including Form 10 (Manifest for hazardous waste movement) in accordance with Rule 19 of the *Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016*. The Scrap Buyer reserves the right to verify all documents before allowing dispatch. The buyer must have PUC certificate of all lifting vehicles.

E.6. Accident Reporting:

Any accident, spillage, fire, or incident during the collection or transportation of scrap must be immediately reported by the Scrap Buyer to the seller and the State Pollution Control Board using Form 11, as per Rule 22 of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016. The Scrap Buyer must also take all necessary emergency response actions without delay in the event of any emergency during transportation.

E.7.Safe Scrap Handling:

The Scrap Buyer shall ensure the safe handling of scrap materials, particularly those classified as hazardous. Proper equipment such as cranes, forklifts, and trolleys must be used to avoid manual handling. All necessary precautions must be taken to prevent spills, fires, or injuries.

E.8. Environmental Protection Measures:



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- (i) The Scrap Buyer shall ensure that no leakage, spillage, or environmental contamination occurs during the collection, transportation, or handling of scrap, with special care for hazardous materials.
- (ii) Scrap materials shall not be burned, buried, or dumped either within or outside the premises.
- (iii) Certified/authorized hazardous waste handling vehicles used for transporting scrap must be leak-proof, clean, and equipped with fire extinguishers. Unauthorized or unsafe vehicles shall not be permitted. Drivers and staff must be trained in emergency handling and basic fire safety.
- (iv) Scrap lifting/removal shall be carried out only during designated hours and in the presence of the seller's authorized representative. Unauthorized access is strictly prohibited.

E.9 Indemnity Clause: The Scrap Buyer shall indemnify and hold the seller harmless from any claims, penalties, damages, or legal liabilities arising from the improper handling, transportation, or disposal of hazardous scrap.

F Short Closure and Other Conditions:

F.1. Condition of Short Closure: Sale order(s) shall be treated as short closed with action to be taken by BHEL, in case buyer is unable to lift material till last date of the contract period.

Item description	Lifting Status (A) Within Time	Action Taken
All items (Tolerance $\pm$ T%)	Lifted less than Tolerance % of lot (when availability of lot $\geq$ 80%)	Full Security deposit forfeited
	Lifted between Tolerance % to 100% of lot	Extra payments & security deposit returned after short closure process
	Lifted 100% lot or more	Contract successfully closed

Tolerance % shall be prescribed in STC. Ref - **Point No 1**

Remaining payments or security deposit shall be refunded on request of buyer along with submission NEFT details as per annexure -3.

F.2. Payment Period: The Buyer shall make payment of the full value of materials along with applicable taxes and duties as stipulated in the Sale Order before lifting of material. Payment of the material value must be made within the free lifting period mentioned in sale order. If the Buyer fails to make the payment within this period, BHEL reserves the right to cancel the contract and forfeit security deposit.



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F.3. Gate Pass & Authorization Letter: The buyer must authorize designated person for obtaining the Gate Pass and executing the lifting of material for each lot in Proper format. The authorized person shall be responsible for coordinating the lifting process, signing relevant documents, and complying with all safety, security and procedural regulations of BHEL Jhansi. This authorization shall remain valid until the completion of the material lifting as per BHEL guidelines (ANNEXURE- 1).

F.4.Termination/Withdrawal: BHEL reserves the right to withdraw the sale of any item or quantity of material—whether measured by number, weight, or any other specified unit—at any stage, including after the issuance of the Sale Order. BHEL shall not be obligated to provide any reason or explanation for such withdrawal. In case of withdrawal, the value of the materials already paid for by the Scrap Buyer will be refunded. However, BHEL shall not be liable for any damages, losses, direct or consequential compensation, or interest claims arising out of such withdrawal.

F.5. Material shall be lifted by successful bidders as per the sale order. All lifting and transportation arrangement shall be done by buyer.

F.6. GST Rates are indicative only and same shall be charged as actual at the time of lifting of material. Goods & Service Tax (GST) & other Govt. Levies are liable to be charged as applicable during lifting the materials & as per Govt. Policies time to time.

F.7. Liability During Loading and Unloading: The Scrap Buyer shall be solely responsible for any injury, loss, or damage to persons or property, including buildings, machinery, tools, and vehicles, occurring during loading/unloading at BHEL premises. The Scrap Buyer agrees to indemnify and hold BHEL harmless against all related claims or expenses. BHEL shall not be liable for any damage or loss to the Scrap Buyer's property under any circumstances.

F.8. No claim shall be entertained for shortfall in quantity, lifting issues, or any technical error in the weighbridge on days when no loading activity has taken place. The purchaser shall have no right to seek compensation or raise disputes in such cases.

F.9. All requests related to lifting, short closure, and balance refund/transfer shall be submitted only through duly filled Annexure- 3 via registered email.

F.10. Any request, declaration, or Annexure submitted and signed by the authorized signatory of the Scrap Buyer shall be deemed as the final and binding consent of the Scrap Buyer/firm owner. Such submissions shall carry the same legal effect as if executed by the Scrap Buyer themselves and shall not be subject to withdrawal or dispute.

F.11. Lifting of materials is to be on 'as is where as basis' from the marked areas and not on pick and choose basis. No segregation shall be allowed in any of above lot. Material shall be lifted by the successful bidders as per the Sale Order issued. In case of failure in material lifting in time, suitable action can be taken against bidders. Scrap



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	Buyer must deploy all manpower and resources at own cost for collection/loading of scrap. All the successful bidders are advised to give their GST/PAN numbers for taxation purpose. Valid identity proof approved by Service Provider/Auctioneer is required. F.12. The Principal/Owner (BHEL JHANSI) of the materials reserves the right to withdraw at any stage the sale of any item or quantity of material either by number or by weight or any other specific unit etc., even after issue of Sale Order/Delivery Order. The Principal/Owner will not be bound to assign any reason or details thereof. Value of the materials so withdrawn, if any, and paid by the Scrap Buyer will be refunded. The Principal will however, not be responsible for any damage, loss, direct or consequential compensation whatsoever to the Scrap Buyer nor for payment of any interest. F.13. In case the H1 bidder fails to lift the material, BHEL Jhansi reserves the right to debar the bidder from participating in the next two auctions. This decision of BHEL shall be final and binding. F.14. If any registered scrap Buyer is found involved in any illegal activity, fraud, misrepresentation, or violation of the auction terms and conditions, the business dealings with the Scrap Buyer shall be suspended. If any court case is under progress the suspension shall be in force till the court case is settled. F.15. Suspended / debarred / blacklisted parties by BHEL (any unit/region/division), other PSUs, or State/Central Government are not eligible to participate in tenders/auctions. If such a case is detected, BHEL reserves the right to terminate the sale order.
G	Prevention of corrupt, illegal activity/fraud
	The Bidder along with its associate/ collaborators/ sub-contractor/Scrap Buyers/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://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.
H	Applicable Laws and Jurisdiction of Courts
	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Jhansi in the State of Uttar Pradesh, India shall have sole jurisdiction.
I	Other Legal Clauses
	I.1. Force majeure: - Force Majeure" shall mean circumstance which is: - beyond control of either of the parties to contract, - either of the parties could not reasonably have provided against the event before entering into the contract, - having arisen, either of the parties could not reasonably have avoided or overcome, and



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- v. is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to:
 - a) War, hostilities, invasion, act of foreign enemies.
 - b) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
 - c) Riot, commotion or disorder by persons other than the contractor/Scrap Buyer's personnel and other employees of the contractor/Scrap Buyer and sub-contractor/Scrap Buyers.
 - d) Strike or lockout not solely involving the contractor/Scrap Buyer's personnel and other employees of the contractor/Scrap Buyer and sub-contractor/Scrap Buyers.
 - e) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor/Scrap Buyer's use of such munitions, explosives, radiation or radio- activity.
 - f) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
 - g) Epidemic, pandemic etc
- vi. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: (a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late lifting of material (unless caused by Force Majeure event) and (c) economic hardship.
- vii. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.
- viii. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
- ix. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not a) Constitute a default or breach of the Contract.
- x. Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- xi. Any religious procession & transport difficulties will not be treated as event of Force Majeure.

1.2. Settlement of Dispute

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Scrap Buyer, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Scrap Buyer who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Scrap Buyer being dissatisfied



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with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause I.3.

I.3. Conciliation:

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/

Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

I.4. Arbitration:

- i. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause I.3 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution (e.g. "IIAC" (India International Arbitration Centre, Delhi for Jhansi Unit) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- ii. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Unit, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- iii. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions i.e. IIAC" (India International Arbitration Centre, Delhi and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- iv. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.



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- v. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be IIAC" (India International Arbitration Centre, Delhi
- vi. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court situated at Delhi
- vii. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Scrap Buyer or any Settlement Agreement has been signed between the Employer and the Contractor.
- viii. It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
- ix. In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- x. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract clause. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

I.5. Insurance

- i. It is the sole responsibility of the Scrap Buyer to insure his materials, equipment, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL in the area of project which are in force from time to time will have to be followed by the contractor.
- ii. If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the Scrap Buyer shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
- iii. The Scrap Buyer will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer. For lodging / processing of insurance claim, the Scrap Buyer will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to Police by the Scrap Buyer immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the Scrap Buyer of his contractual obligation for the material in his custody.

I.6. GST (Goods and Services Tax) : The Scrap Buyer shall be solely responsible for compliance with all provisions of the GST Act and applicable Rules.



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I.7. No Interest Payable to Contractor/Scrap Buyer

No interest shall be payable to scrap buyers for any deposited money like Security Deposit, EMD, Balance Amount or Deposited Amount etc.

I.8. Suspension of business dealings:

BHEL reserves the right to take action against Scrap Buyer who either fail to perform or Tenderers/Contractor/Scrap Buyer who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com

I.9. Responsibilities of the contractor/scrap buyer in respect of local laws, employment of workers etc.

The following are the responsibilities of the Scrap Buyer in respect of observance of local laws, employment of personnel, payment of taxes etc. The Scrap Buyer shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the Scrap Buyer in discharging any of his responsibilities hereunder:

- i. The Scrap Buyer shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
- ii. The Scrap Buyer shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.
- iii. The Scrap Buyer shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work.
- iv. For all works having contract value of Rs. 5,00,000/- or above, BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor/Scrap Buyer, agency or firm or any of its employees as detailed below.
 - a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
 - b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
 - c) Compensation in respect of each of the victims:
 - (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh).
 - (ii) In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)
 - d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (l) of the Employee's Compensation Act, 1923.



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(Factory Main Store- Scrap Sale)

PO: BHEL, Jhansi PIN 284120 (UP)

Email: pnyadav@bhel.in Phone No. 2507

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- v. The liability for any compensation on account of injury sustained by an employee of the contractor/Scrap Buyer will be exclusively that of the contractor/Scrap Buyer.

I.10. Actions taken in case of Breach of Contract:

In case of delayed payment, not lifting within the contract date or involvement in any fraudulent activity, BHEL reserves the right to suspend, blacklist the scrap Buyer, and/or terminate Sale Order without further notice. Scrap Buyer shall remain liable for all dues and damages. The suspension / black listing shall be across the BHEL.

I.11. Rights of BHEL:

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the Scrap Buyer for any compensation.

Short closure or termination of Contract on the basis of delays in lifting of materials/Not responding to BHEL Communications or demanding new conditions against environment impact/legal issue raised by competent authorities/ Other BHEL customer.

I.12. Rejection of tender and other conditions:

- i. The acceptance of tender will rest with BHEL which does not bind itself to accept the highest bid nor any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:
-To reject any or all of the tenders.
- ii. Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.
- iii. Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (debarred) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to not consider a bidder for further processing of tender in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule. The decision of BHEL will be final in this regard.
- iv. If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character. In case BHEL resolves to cancel the tender under this clause, BHEL will issue a notice in this regard containing reasons as to the cancellation of tender. The Scrap Buyer shall be required to furnish his response to such notice within a period of 14 days from the date of receipt of such notice through any means (BHEL reserves the right to decrease the period up to 05 days). BHEL after due consideration of the representation made by Scrap Buyer shall communicate its final decision within a reasonable period. In case Scrap Buyer fails to submit any response to the notice issued by BHEL within the period stipulated in the notice, BHEL at its discretion may proceed to cancel the contract. Scrap Buyer shall not be eligible for any compensation whatsoever for the cancellation of contract under this clause
- v. BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of



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- Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Scrap Buyer concerned.
- vi. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Security Deposit and any other money due.
 - vii. Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
 - viii. In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
 - ix. The successful tenderer (Contractor) shall not sub-contract any portion of work detailed in the tender specification undertaken by him without written permission of Sr. Manager (Factory Main Store- Scrap Sale). BHEL, at its discretion, may consider the written request from the Scrap Buyer and permit subletting of part scope. However, the Scrap Buyer is solely responsible to BHEL for the work awarded to him.

I.13. Issue of Notice:

- i. Service of notice to the Scrap Buyer: Any notice to be given to the Scrap Buyer under the terms of the contract shall be served by sending the same by Email/ Registered Post/Speed Post to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the Scrap Buyer being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Scrap Buyer to BHEL. Such dispatch or display posting or leaving of the notice as the case may be shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

I.14 Service of notice to BHEL

Any notice to be given to BHEL In-charge of the Region under the terms of the Contract shall be served by sending the same by Registered or Speed post to BHEL address or changed address as notified in writing by BHEL to the Contractor.

Store In charge (Factory Main Store- Scrap Sale)

Bharat Heavy Electricals Limited, Jhansi

PO: BHEL, Jhansi PIN 284120 (UP)

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ANNEXURE- 1 Authorization Letter for Gate Pass & Material Lifting

To,

The Incharge (FMS)
Factory Main Store – Scrap Sale
Bharat Heavy Electricals Limited (BHEL), Jhansi

Subject : Authorization for Gate Pass & Lifting of Material – Lot No.Auction No., Date :

Ref : Sale Order No & Date:

Dear Sir/Madam,

We/I ,(Scrap Buyer Name)having our registered address at, as the successful bidder for Lot No.Auction No., Date :under the e-auction conducted by, hereby authorize the following individual to act on our behalf for obtaining the necessary Gate Pass and Lifting of Material for the said lot.

Authorized Person Details:

Name	Designation	Mobile No.	ID Proof Type & No.

Note: "The type of ID proof is attached and should be sent by the Scrap Buyer through Registered E-mail)

The authorized person(s) mentioned above is/are permitted to:

- Obtain Gate Pass for entry into BHEL premises for material lifting.
- Coordinate the lifting process for above Lot as per the terms and conditions of the sale.
- Sign all necessary documents related to material lifting and acknowledgment receipts.
- Comply with all safety, security, and procedural regulations of BHEL Jhansi.

Declaration : We take full responsibility for any actions undertaken by the authorized person(s) and assure compliance with all rules and regulations of BHEL Jhansi. I hereby declare that any request, declaration, or annexure submitted and signed by the authorized signatory shall be treated as final and binding consent of the Scrap Buyer/firm owner I shall indemnify and hold the seller harmless from any claims, penalties, damages or legal liabilities arising out of the improper handling, transportation or disposal of hazardous scrap.

Authorized Signatory (Owner of the Firm)

(The above authorization letter may also be submitted on the company's official letterhead.)



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परिशिष्ट – 1

गेट पास एवं सामग्री उठान हेतु प्राधिकरण पत्र

सेवा में,
प्रभारी (एफएमएस)
फैक्ट्री मेन स्टोर – स्कैप बिक्री
भारत हेवी इलेक्ट्रिकल्स लिमिटेड (बीएचईएल), झाँसी

विषय : गेट पास निर्गमन एवं सामग्री उठान हेतु प्राधिकरण –
लॉट संख्या, नीलामी संख्या, दिनांक :

संदर्भ : विक्रय आदेश संख्या एवं दिनांक :

महोदय/महोदया,

हम/मैं, (स्कैप क्रेता का नाम), जिनका पंजीकृत पता है, उपर्युक्त ई-नीलामी जो कि द्वारा आयोजित की गई थी, मैं लॉट संख्या नीलामी संख्या दिनांक के सफल बोलीदाता होने के नाते, निम्नलिखित व्यक्ति को उक्त लॉट के संबंध में आवश्यक गेट पास प्राप्त करने एवं सामग्री उठान हेतु हमारे/मेरी ओर से कार्य करने के लिए अधिकृत करते हैं।

अधिकृत व्यक्ति का विवरण :

नाम	पदनाम	मोबाइल नंबर	पहचान पत्र का प्रकार एवं संख्या

टिप्पणी : पहचान पत्र की प्रति संलग्न है तथा स्कैप क्रेता द्वारा पंजीकृत ई-मेल के माध्यम से प्रेषित की जानी चाहिए।

उपरोक्त नामित अधिकृत व्यक्ति को निम्नलिखित कार्य करने की अनुमति होगी :

- बीएचईएल परिसर में सामग्री उठान हेतु प्रवेश के लिए गेट पास प्राप्त करना।
- विक्रय की शर्तों एवं नियमों के अनुसार उक्त लॉट की सामग्री उठान प्रक्रिया का समन्वय करना।
- सामग्री उठान एवं प्राप्ति से संबंधित सभी आवश्यक दस्तावेजों पर हस्ताक्षर करना।
- बीएचईएल झाँसी द्वारा निर्धारित सभी सुरक्षा, संरक्षा एवं प्रक्रियात्मक नियमों का पालन करना।

घोषणा : अधिकृत व्यक्ति द्वारा किए गए समस्त कार्यों की पूर्ण जिम्मेदारी हम लेते हैं तथा बीएचईएल झाँसी के सभी नियमों एवं विनियमों का अनुपालन सुनिश्चित करते हैं। मैं यह घोषित करता/करती हूँ कि अधिकृत हस्ताक्षरकर्ता द्वारा प्रस्तुत एवं हस्ताक्षरित कोई भी अनुरोध, घोषणा अथवा परिशिष्ट स्कैप क्रेता/फर्म स्वामी की अंतिम एवं बाध्यकारी सहमति मानी जाएगी। मैं विक्रेता को किसी भी प्रकार के दावे, दंड, क्षति अथवा विधिक दायित्व से, जो कि खतरनाक स्कैप के अनुचित संचालन, परिवहन अथवा निपटान से उत्पन्न हो सकते हैं, क्षतिपूर्ति प्रदान करने हेतु बाध्य रहूँगा/रहूँगी।

अधिकृत हस्ताक्षरकर्ता
(फर्म के स्वामी)



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ANNEXURE- 2

स्क्रैप सामग्री उठाने हेतु अनुमति पत्र

सेवा मे,

सुरक्षा अधिकारी , Through: वरि. उप. महाप्रबंधक/ वरि.प्रबंधक (भंडार) , बी.एच.ई.एल.झॉंसी

बिषय : लॉट संख्या : का स्क्रैप उठाने हेतु ।

Reference:

1. Auction No ..
2. Scrap Material Description :
3. Permission required for : a)Lifting of Scrap Material : (YES/NOT APPLICABLE)
b)Collect/Segregation of scrap material/item : (YES/NOT APPLICABLE)
4. Location of Scrap material Lifting/cutting (If allowed) etc. Scrap yard
5. Scrap Material lifting Vehicle No:
6. No of Labourers including supervisor (as per above page)
7. Permission Period.
8. Photo Identity Proof of labourer and supervisor to be enclosed (YES/NO) YES
9. Tools/Tackles details (if Any).....

संदर्भ मे प्रार्थी अपना वाहन ट्रक एवं लेवर लदान हेतु अंदर स्क्रैप यार्ड मे जाना चाहता है जिसके लिये आपसे निवेदन है कि मय लेवर के मटेरियल गेट से अंदर आने की अनुमति प्रदान करने की कृपा करे ।

उक्त लॉट संख्या. का रुपये Rs. आपके खजाने मे कैश रशीद संख्या दिनांक के माध्यम से जमा हो चुका है ।

Undertaking by Scrap Buyer

- 1) Lifting of scrap material shall be as per auction terms and conditions only
- 2) Entry of Labourer/supervisor shall be through Original permission
- 3) After Entry in factory premises, Scrap Buyer representative shall contact with Scrap Yard official before start of any work
- 4) Any work shall be done only in presence of Security and BHEL store/scrap and any other official designated for the same.
- 5) The Bidder's/Customer's workmen shall have to abide by the rules & regulation including safety & security regulation of the relevant statutory Acts. Entry inside BHEL JHANSI should only be against Gate pass for the men and equipment for which purchaser will have to apply well in advance before lifting commences. The purchaser shall ensure that his workmen do not loiter around within the stores area of the factory areas. They shall not touch any material except those materials shown to them. If any of his workmen is even found violating these restrictions, the purchaser shall be responsible for making good the loss to the owners on which their decision shall be final and binding.
- 6) The safety of Labourer/workers is responsibility of Scrap Buyer or Scrap Buyer's representative. If any workers/Labourers encountered same injuries or disability or death due to accident during work, Scrap Buyer shall be responsible to provide suitable medical assistance & compensation to worker/Labourers.
- 7) Any informed incident happens to labourers of the scrap Buyer, there will be no liability whatsoever towards BHEL and all liability shall be borne by scrap Buyer only.

DETAILS OF LABOURER

SI NO	Name	Aadhar card No.
1	Representative Name-	
2	Labour-	

फर्म का नाम पता

Engineer /Sr. Engineer- (FMS)

Sr. Manager- (FMS)

Sr. DGM- (FMS)

प्रतिलिपि : 1. सुरक्षा अधिकारी - कृपया अपना जवान/अधिकारी, सामग्री लदान हेतु नियुक्त करे.....टिप्पणी सुरक्षा अधिकारी

2. प्रबंधक(वित्त)- कृपया अपना प्रतिनिधि साक्ष्य एवं सामग्री लदान हेतु नियुक्त करे ।

3. HR/CLC – For Information.



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ANNEXURE- 3 (Please tick ☒ the appropriate box)

Subject: Request for Short Closure / Balance Refund / Transfer of Remaining Balance – Lot No. _____

Ref: Sale Order No. _____ dated _____

Dear Sir,

I, _____ (Authorized Signatory), on behalf of M/s _____, respectfully submit the following:

We were declared successful in the above-referred e-auction and deposited the full amount including EMD and Security Deposit as per the Sale Order. Due to internal issues and unforeseen constraints, we:

☐ lifted the entire material within time /

☐ lifted the material partially /

☐ did not lift any material /

I sincerely regret the lapse and accept full responsibility. I understand that as per the Purchase Order Terms & Conditions, the Security Deposit (SD) and GR are liable to be forfeited, and I accept the same unconditionally without dispute or future claim.

☐ Both GR and SD to be deduct

☐ Only GR to be deduct

☐ Only SD to be deduct

☐ Not Applicable

We humbly request:

a) Short closure of the said Sale Order/Lot; and

b) Refund or transfer of any remaining balance amount in Auction No..... Lot No.....Sale Order No.....

☐ To our bank account /

☐ Adjusted against our other active lots

We confirm that this is our final request and consent for closure of the transaction, and we shall not raise any further claim or legal dispute in this matter.

Attachment : NEFT Form with relevant documents as mentioned.

(Signature with stamp)

Date :

Authorized Signatory

M/s _____



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परिशिष्ट – 3 शॉर्ट क्लोज़र / शेष राशि की वापसी / शेष राशि के हस्तांतरण हेतु अनुरोध –
(कृपया उपयुक्त बॉक्स पर निशान लगाएँ ✓)

संदर्भ : विक्रय आदेश संख्या _____ दिनांक _____

महोदय,

मैं, _____ (अधिकृत हस्ताक्षरकर्ता), एम/एस _____ की ओर से, सविनय निम्नलिखित प्रस्तुत करता/करती हूँ :

उपरोक्त संदर्भित ई-नीलामी में हमें सफल घोषित किया गया था तथा विक्रय आदेश के अनुसार हमने ईएमडी एवं सुरक्षा जमा सहित पूर्ण राशि जमा की थी। आंतरिक कारणों एवं अप्रत्याशित परिस्थितियों के कारण हमने :

- ☐ निर्धारित समय में सम्पूर्ण सामग्री उठाई
- ☐ आंशिक रूप से सामग्री उठाई
- ☐ कोई भी सामग्री नहीं उठाई

मुझे इस चूक का खेद है तथा मैं इसकी पूर्ण जिम्मेदारी स्वीकार करता/करती हूँ। मैं समझता/समझती हूँ कि क्रय आदेश की शर्तों एवं नियमों के अनुसार सुरक्षा जमा (SD) एवं जीआर (GR) की जब्ती की जा सकती है तथा मैं इसे बिना किसी विवाद या भविष्य में किसी भी प्रकार के दावे के, बिना शर्त स्वीकार करता/करती हूँ।

- ☐ जीआर एवं एसडी दोनों की कटौती की जाए
- ☐ केवल जीआर की कटौती की जाए
- ☐ केवल एसडी की कटौती की जाए
- ☐ लागू नहीं

हम विनम्रतापूर्वक अनुरोध करते हैं :

क) उक्त विक्रय आदेश/लॉट का शॉर्ट क्लोज़र किया जाए; तथा

ख) नीलामी संख्या लॉट संख्या विक्रय आदेश संख्या के अंतर्गत शेष राशि :

- ☐ हमारे बैंक खाते में वापस की जाए /
- ☐ हमारी अन्य सक्रिय लॉट्स के विरुद्ध समायोजित की जाए

हम यह पुष्टि करते हैं कि यह हमारा अंतिम अनुरोध एवं सहमति है तथा इस विषय में भविष्य में कोई भी दावा अथवा विधिक विवाद प्रस्तुत नहीं किया जाएगा।

संलग्नक : एनईएफटी फॉर्म एवं संबंधित दस्तावेज, जैसा कि उल्लेखित है।

(हस्ताक्षर एवं मुहर) दिनांक :

अधिकृत हस्ताक्षरकर्ता

एम/एस _____



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(Annexure-4)

Letter of declaration

(under GTC for Scrap Sale)

This Indemnity Bond is made on this ___ day of _____, 20 by M/s. _____, through its authorised representative -----having its registered office at _____ (hereinafter called the "*Buyer*", which expression shall, unless repugnant to the context, include its representative, successors, executors, administrators, and assigns) in favour of Bharat Heavy Electricals Limited (BHEL), Unit: Transformer Plant, Jhansi (hereinafter called the "*Company*").

WHEREAS

1. The Buyer has purchased certain scrap materials namely _____ of quantity-----
----- from BHEL through e-auction/tender No. _____ dated _____ sales
order No. -----dated -----
2. The Buyer has agreed to lift the said scrap materials from the BHEL premises as per the terms
and conditions of sale.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. The Buyer hereby undertakes and agrees to indemnify and keep indemnified BHEL, its employees,
and representatives from and against all losses, damages, claims, demands, actions, proceedings,
liabilities, penalties, or expenses whatsoever arising out of or in connection with:
 - a) Any accident, injury, or damage caused to any person or property during the lifting,
loading, transportation, or handling of the scrap material weather the factory premises
as well as in transportation till final disposal by the vendor.
 - b) Any violation of statutory provisions, rules, or regulations by the Buyer or its
representatives.
 - c) Any misuse or wrongful disposal of the scrap material that may lead to environmental
pollution or legal consequences.
2. The Buyer further undertakes that no material other than scrap as specified in the sale order shall
be taken out of BHEL premises.
3. The Buyer confirms that the lifting and transportation of scrap shall be done at his own risk and
cost and that BHEL shall not be held responsible for any loss, damage, or accident arising during
the operation.
4. The Buyer agrees to abide by all safety, security, and environmental norms prescribed by BHEL
while executing the scrap removal activity.



JHS2031A Rev 00

Bharat Heavy Electricals Limited, Jhansi
(Factory Main Store- Scrap Sale)
PO: BHEL, Jhansi PIN 284120 (UP)
Email: pnyadav@bhel.in Phone No. 2507
GENERAL TERMS AND CONDITIONS OF SCRAP SALE
Through M/s mJunction, Kolkata

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IN WITNESS WHEREOF, the Buyer has hereunto set his hand and seal on the day____, month____, and
year____ first above written.

Signature of the Buyer

Name: _____

Designation: _____

Firm Name: _____

Address: _____

Phone/Mobile No.: _____

Witnesses:

1. _____ (Name, Address, Signature)

2. _____ (Name, Address, Signature)

Place: _____

Date: _____



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(Annexure-5)

FORM 11
[See rule 22]

FORMAT FOR REPORTING ACCIDENT

[To be submitted by the facility or sender or receiver or transporter to the State Pollution Control Board]

1. The date and time of the accident :
2. Sequence of events leading to accident :
3. Details of hazardous and other wastes involved in accident :
4. The date for assessing the effects of the accident on health or the environment :
5. The emergency measures taken :
6. The steps taken to alleviate the effects of accidents :
7. The steps take to prevent the recurrence of such an accident :

Date:

Signature:

Place:

Designation:



JHS2031A Rev 00

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Glossary

GTC : General Terms And Conditions

STC : Special Terms And Conditions

GR : Ground Rent

LOA : Letter of award

SD : Security Deposit

EMD : Earnest money deposit

T& P: Tools and Plant

PUC : Pollution Under Control