

BUSINESS RULE DOCUMENT FOR DISPOSAL OF ALUMINIUM SCRAP ON YEARLY RATE CONTRACT BASIS.

Summary of Schedules of Activities :

Date of Auction: 24.11.2020 (from 1:30 PM to 02:30 PM)

Date & Time of Inspection: FROM: 06.11.2020 to 17.11.2020 BETWEEN 09.00 AM to 3.00 PM

Last date to receive Registration and EMD for participation: 23.11.2020 upto 3:00 PM

Last date to receive Process Compliance Form (Annexure II): 23.11.2020 upto 4:00 PM

Time for deposition of Full amount: Payment against entire quantity (including taxes and duties as applicable) have to be deposited **within 15 (fifteen) calendar days from the date of issue of Sale Intimation letter.**

Time for deposition of Full amount with penalty: For late payment, maximum 5 calendar days shall be allowed on payment of 1% of full material value as penalty.

IMPORTANT NOTIFICATION:

Initially, 25 MT of Aluminium scrap shall be disposed. The contract shall be valid for one year. Additional 12,5 MT of the Aluminium scrap shall be disposed based on availability.

Hence, the contract shall be valid for one year or disposal of 37.5 MT of Aluminium Scrap , whichever gets exhausted first.

EMD – Rs.1,75,000.00 (Rupees one lakh and seventy five thousands only)

Auction to be conducted by :

Synise Technologies Ltd

Plot No – Vishwa Arcade ; 4th Floor ; Narhe ; Pune – 411041

Phone No: 020-9028097462

Mob: 08308810330 / 9163166805

E-mail: swaruph@synise.com; Web site: <https://indiaengineering.com/nrlbid>

Business Rules, Terms & Conditions for disposal of Aluminium scrap

SELLER'S NAME	Numaligarh Refinery Limited Numaligarh Refinery Project Dist.: Golaghat, Assam, India PIN- 785699
AUCTION TO BE CONDUCTED BY	Synise Technologies Ltd Plot No – Vishwa Arcade ; 4th Floor ; Narhe ; Pune – 411041 ☎: 020-9028097462531, M: 08308810330 E-mail: swaruph@synise.com; Web site: indiaengineering.com/nrlbid
DATE & TIME OF AUCTION	Auction Date : 24.11.2020 Online Forward Auction Time : (from 1:30 PM to 02:30 PM) (Auto Extension as Applicable) Auction website : indiaengineering.com/nrlbid
DATE & TIME OF INSPECTION	FROM: 06.11.2020 to 17.11.2020 BETWEEN 9.00 AM to 3.00 PM
CONTACT PERSON & VENUE FOR INSPECTION	1. Mr. Abhayananda Medhi Numaligarh Refinery Limited PO: NRP, Dist.: Golaghat, Assam, India PIN- 785699 P&T : 03776-265562 ; Intercom: 3635 e-mail: abhayananda.medhi@nrl.co.in 2. Mr. Pankaj Kumar Saikia Numaligarh Refinery Limited PO: NRP, Dist.: Golaghat, Assam, India PIN- 785699 P&T : 03776-265562 ; Intercom: 3636 e-mail: pankaj.saikia@nrl.co.in
Last date to receive Registration and EMD for participation	Last date : 23.11.2020 upto 3:00 PM Name of the A/c: Synise Technologies Ltd Bank Name: Bank of Baroda A/c no: 25340500000026 Branch name: Corporate Financial Services Br., Pune Address : CFS Branch ; Mantri Court ; Pune IFSC Code : BARBOCORPUN Nature of A/c - Cash Credit A/c
Last date to receive “Process Compliance Form”	Last date : 23.11.2020 upto 4:00 PM

Requirement of documents for Registration:	1. Company PAN Number 2. GST Number, PAN Card 3. Address Proof 4. Photo of authorized person – 1 copy. 5. Income-tax return (for immediately completed Proceeding financial year).
DOCUMENTS ATTACHED	1) Special Conditions of the contract 2) Business rules for forward auction 3) Terms & conditions of forward auction 4) Conditions of e-Auction sale. 5) Details of the Sale (Annexure I) 6) Process Compliance Form (Annexure II) 7) Contact Information
SPECIAL INSTRUCTIONS	<u>Bidding in the last minutes and seconds should be avoided in the bidders own interest Neither the Service Provider nor NRL will be responsible for any lapses /failure on the part of the vendor, in such cases.</u>

Business Rule for forward Auction for disposal of Aluminium scrap

NRL shall finalize the sale as per this Tender through forward auction mode. NRL has made arrangement with M/s. Synise Technologies Ltd, Pune, (STL) who is NRL's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance of the same:

1. **Eligibility:**

- Those buyers/bidders who have not registered their name(s) and not deposited EMD cannot participate in the e-auction.

2. Computerized Forward auction shall be conducted by M/s STL on behalf of NRL, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their inter connectivity due to any reason whatsoever it may be, it is the bidders' responsibility. It is to be noted that neither NRL nor STL shall be responsible for these 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 forward auction successfully. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
3. Please note that the start price for the sale in the online forward auction shall be displayed at Zero during the auction and shall be open to all the participating bidders. Bidders can start bidding from Zero upwards, in the online forward auction. The subsequent bids that comes in to outbid the H1 rate will have to be higher than the H1 rate by minimum one increment value.
4. STL shall arrange to train your nominated person(s), without any cost to you. They shall also explain to you, all the Rules related to the Forward Auction, Business Rule, Terms & conditions of Forward Auction, Conditions of e-Auction sale etc.
5. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian Rupees (INR) and unit of measurement as MT.
6. **Bid Increment:** The minimum Bid increment shall be Rs 10.00 or its multiple.
7. **BID PRICE:** The Bidder has to quote the **Basic Price** (Per MT) **excluding** taxes and duties as applicable.
8. The Technical & Commercial terms are as per this tender document for disposal of Aluminium scrap.
9. **VALIDITY OF BIDS:** The Bid price shall be considered as firm for a period of 90 (ninety) days and shall not be subjected to any change whatsoever.

10. **Procedure of Forward Auctioning**

- i) Online English Forward (no ties) Auction {forward auction}

The start price for the sale in the online forward auction shall be Zero during the auction and shall be open to all the participating bidders. Bidders can start bidding from Zero upwards, in the online forward auction. The subsequent bids that comes in to outbid the H1 rate will have to be higher than the H1 rate by minimum one increment value.

The minimum bid increment amount shall be Rs 10.00 or its multiple.

English Forward (no ties) shall be conducted between 01:30 PM to 02:30 PM on 24.11.2020 and If a bidder places a Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes for all the items.
In case, there is no Bid in the last 5 minutes of closing of Auction, the Auction shall get closed automatically without any extension.

11. During English Forward (no ties) auction, if no bid is received within the specified time, NRL, at its discretion, may decide to revise Opening price / scrap the forward auction process or even extend the bidding time.
12. Your bid will be taken as an offer to purchase. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to purchase as mentioned above at your final bid price. Should you back out and not purchase as per the rates quoted, NRL and/or STL shall take action for forfeiture of EMD and other amounts deposited.
13. At the end of the Forward Auction, NRL will decide upon the winner(s). NRL's decision on award of Contract shall be final and binding on all the Bidders.
14. NRL shall be at liberty to cancel the forward auction process at **any time**, without assigning any reason.
15. NRL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
16. Other terms and conditions shall be as per this tender document.
17. You are required to submit your acceptance of the terms / conditions / modality given above before participating in the forward auction (**Annexure II**).

Terms & Conditions of Forward Auction

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by Synise Technologies Ltd. The Bidders are requested to change the Password and edit the information and check the company details in the Registration Page after the receipt of initial Password from Synise Technologies Ltd., Pune. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder. Synise Technologies Ltd. and NRL are not responsible for the same.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the contract. Bids once made by the bidder cannot be cancelled or withdrawn. The bidder is bound to execute the contract at the final price that they have bid. Should any bidder back out and not execute contract as per the rates quoted, NRL and/or STL shall take action for forfeiture of EMD and other amounts deposited.
3. **HIGHEST BID OF A BIDDER:** In case the bidder submits more than one bid, the highest bid will be considered as the bidder's final offer to execute the contract.
4. **AUCTION TYPE:** English Forward (no ties) Auction {forward Auction}.
5. **DURATION OF AUCTION:** The auction will be conducted between **01:30 PM to 02:30 PM on Dt. 24.11.2020**. In case there is any acceptable bid quoted by any bidder within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes for all the items. Such extension will be allowed to continue till no quote is placed within 5 minutes of the last quote. 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.
6. **BID INCREMENT:** The minimum Bid increment shall Rs 10.00 or its multiple.
7. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Forward – No ties Auction:
 - Highest Bid in the Auction
 - Bid Placed by him
 - Rank of the respective bidder
 - Bid Increment Value
8. **AUCTION WINNER:** At the end of the Forward Auction, NRL/STL will evaluate all the bids submitted and will decide upon the successful winner(s).

9. Location & Mode of Delivery

Location : Numaligarh Refinery Limited, Numaligarh Refinery Project, Dist.: Golaghat, Assam, India, PIN- 785699.

Details have been given in the special conditions of the contract. Buyer has to lift all the scrap lying in the area in a clean sweep.

Buyers shall arrange loading facilities including manpower in advance. Seller shall facilitate gate pass etc. on production of necessary documents by buyer as per NRL's requirements.

No night loading is permitted.

10. Freight

Truck freight shall be borne by the buyer.

11. Weight

Weighment shall be as per actual measurement in the weighbridge inside the Refinery or Marketing Terminal and that will be final.

12. 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 NRL to any other party.
- NRL's decision on award of Contract shall be final and binding on all the Bidders.
- NRL along with STL can decide to extend, reschedule or cancel any auction. The management of NRL does not bind itself to accept the Highest bid, and reserves the right to reject any or all the offers received without assigning any reason thereof.
- NRL and/or STL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- NRL and/or STL is not responsible for any damages, including damages that result from, but are not limited to negligence. STL 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.
- In case of delay in lifting the identified product, seller reserves the right to sale the materials to other similar interested party or parties.

N.B. :- All the Bidders are required to submit the Process Compliance Form (**Annexure- II**) duly signed to M/s Synise Technologies Ltd, Pune on or before **23.11.2020 upto 4:00 PM.**

CONDITIONS OF E-AUCTION SALE

The material as per the list declared on the Auctioneer's i.e. M/s Synise Technologies Ltd. (STL) website shall be disposed off by way of e-auction through the Auctioneer's website .

1. The prospective bidders may inspect the material offered for e-auction sale within stipulated period, at the site where the material is located. The bidders shall satisfy themselves about condition, quality, quantity, measurement etc. of the material which they intend to purchase. No complaints shall be entertained regarding description, quantity, size, measurement, number and weight of the material as the information given in the catalogue (& also in **Annexure I**) is approximate and no warranty or guarantee shall be implied. Materials shall be sold on **"AS IS WHERE IS BASIS"** and on the assumption that the bidders have inspected the material and know what they are buying, irrespective of whether the bidders have inspected the material prior to e-auction sale or not; the principal of **"CAVEAT EMPTOR"** shall apply. Error in the description/ quantity/ measurement/ utility/ number/ weight/ condition etc. of the material as given in the catalogue/ list published on the Auctioneer's website shall not form a cause to the bidder to complain or to avoid completed sale or bid.
2. For participation in the e-auction, the prospective bidders shall register themselves with the Auctioneer's website. Only registered bidders can participate in the e-auction. The bidders shall pay the 'Earnest Money Deposit (EMD)' for the lot which they intend to bid to the Auctioneer prior to the e-auction. The amount of EMD (as per catalogue) shall be through NEFT/RTGS drawn in favour of STL.
3. On completion of e-auction proceedings & after receipt of e-auction statement from the Auctioneer, the NRL auction committee shall take decision in respect of acceptance or rejection of bids within 15 days of receipt of intimation from Auctioneer. Such decision shall be binding on the bidders as well as the Auctioneer. NRL shall not be bound to assign any reason for such acceptance or rejection of bids.
4. As per the decision of the auction committee, auctioneer shall issue **Sale Intimation Letters** to the successful bidders of the respective lots under intimation to NRL, within two working days of receipt of confirmation from NRL.
5. EMD of the unsuccessful bidders in the e-auction shall be refunded immediately by the Auctioneer. The EMD of the successful bidders shall be transferred to NRL's account and the same shall be adjusted to Security Deposit amount and shall be released after completion of lifting only. If the bidder fails to lift total quantity / part, EMD/ SD amount shall be forfeited totally / on pro-rata basis.
6. Buyer to comply with NRL HSE (Health, Safety, Environment) policy during entire operation of dismantling, shifting and loading.

7. Payment terms:

- a. Security money:
 - i. EMD amount of successful bidder shall be adjusted as security deposit.
 - ii. Balance amount after adjustment of EMD, has to be deposited within 15 (fifteen) calendar days from the date of issue of Sale Intimation letter through **RTGS** in favour of Numaligarh Refinery Limited.
 - iii. Above Security Deposit (EMD) shall be refunded after completion of lifting of entire quantity.
- b. Payment for material value:
 - i. The rate offered by the bidder shall be considered as Basic Price per MT. All Tax, TCS or any other statutory levies or taxes as applicable under the relevant Sale Tax/Excise Act/IT Act or any other act shall be charged extra to the successful bidder at the rate prevailing at the time of Delivery/Upliftment. Decision in regard to applicability of Tax rates as decided by Numaligarh Refinery Limited would be final and binding to the successful bidder and bidders cannot claim / dispute on this matter.
 - ii. Payment against entire quantity (including taxes and duties as applicable) have to be deposited **within 15 (fifteen) calendar days from the date of issue of Sale Intimation** letter through **RTGS** in favour of Numaligarh Refinery Limited.
 - iii. For late payment, maximum 5 calendar days shall be allowed on payment of 1% of full material value as penalty.
 - iv. No part payment shall be allowed. Buyers have to make payment in full at one installment only.
 - v. **Lifting shall be allowed only against full payment (including taxes and duties as applicable) made in advance.**
 - vi. If the successful bidder fails to pay the requisite amount of materials value within the stipulated period mentioned above, the Sale Intimation Letter issued to the customer/buyer shall be treated as cancelled and the customer/buyer shall have no claim over the lot thereafter.
EMD/SD of the bidder shall be forfeited. The lot may be re-offered for e-auction at the discretion of the auction committee of NRL.
 - vii. On receipt of full payment including taxes & duties within the stipulated period, NRL shall issue Delivery Order for the respective quantity.
 - viii. All Payment (**except** EMD) has to be made through RTGS to NRL's account.
 - ix. All payments are to be made as non interest bearing.

8. Bank details of Numaligarh Refinery Ltd. for payment through RTGS:

Name of Beneficiary	NUMALIGARH REFINERY LTD.
Bank's Name	STATE BANK OF INDIA
Bank Account No.	30006662772
Account Type	Cash Credit
Branch Name	Commercial Branch
Bank Address	Swagata Square, 3rd Floor, Near Rajiv Bhawan, A.B.C., G.S. Road, Guwahati – 781005.
MICR Code	781002028
IFSC (RTGS/NEFT)	SBIN0004418
Branch Code	4418

9. Delivery Schedules:

Initially, 25 MT of Aluminium scrap shall be disposed. The contract shall be valid for one year. Additional 12.5MT of the Aluminium scrap shall be disposed based on availability.

Hence, the contract shall be valid for one year or disposal of 37.5 MT of Aluminium, whichever gets exhausted first.

10. Statutory Taxes & Duties :

The buyer shall be responsible to pay all the statutory taxes & duties (Extra) at prevailing rate as declared by the respective State/ Central Government Authorities due in respect of this sale. If the buyer claims exemption/ concession in the statutory taxes, he shall furnish the necessary declaration & details in that respect. The rate of applicable taxes & duties shall be indicated against individual lot in the list displayed on the e-auction site. However, statutory taxes & duties shall be paid by the buyer at the rates applicable at the time of delivery. The buyer shall pay to NRL all the statutory taxes & duties and responsibility of deposition of taxes and duties to respective authorities will lie with NRL.

11. Lifting will be allowed against advance payment only.

12. On receipt confirmation about full/total payments (along with total statutory taxes & duties and corresponding declarations, as applicable) by the buyer, STL/NRL shall issue Delivery Order to the buyer under intimation to NRL immediately.
13. The buyers shall have to take delivery within **as per delivery schedule** mentioned above.
14. The deliveries shall be made on **“as is where is”** basis.
15. The buyers shall produce the authorization / identification letter issued by the Auctioneer along with original delivery order while reporting to NRL for lifting the concerned lot.
16. If the buyer fails to lift the material as per **delivery schedule** as stated above, he shall be allowed to lift the material with application of Ground Rent Charges @ 0.1% (zero point one percent) of the value corresponding to non-lifted quantity of the lot per day w.e.f. 1st calendar day till 15th calendar days [after expiry of delivery schedule] unless stated otherwise.
17. After effecting payment, if the buyer fails to take delivery of material within the stipulated period, the buyer shall be treated as defaulter and shall have no claim over the lot thereafter. The concerned Department of NRL shall cancel/ terminate the sale order and delivery order.

- issued to him and shall forfeit the amount of security deposit and balance payments paid by him, under intimation to him and STL as per clause 10(c) of "CONDITIONS OF E-AUCTION SALE"
18. NRL/STL shall not entertain any requests from the buyers regarding extension of payment period/ delivery period as stipulated in the Sale Order.
 19. If the last day of the stipulated dates for payments/ deliveries happens to be a holiday/ Weekly off, the payments/ deliveries shall be allowed on the next working day without application of delayed payment charges/ ground rent charges for the last day of payment/ delivery.
 20. On submission of copy of the Delivery Order & Gate Pass, the concerned Department of NRL shall issue Tax/ retail Invoices to the buyers.
 21. Responsibility of deposition of taxes and duties to respective authorities will lie with NRL.

24. Conditions of Delivery:

(a) The buyer shall remove the material corresponding to the lot purchased from the site of storage within the stipulated period as specified in the Delivery Order. The buyer shall make his own arrangement for sorting/cutting/ loading/ transport. The buyer shall not be entitled to claim any facilities/ assistance/ transport from NRL.

(b) If the buyer wish to take delivery of the items purchased through his representative, he shall authorize his representative by a "Letter of Authority" which shall be presented in original to the concerned Department of NRL.

(c) Delivery of respective lot shall be deemed to have completed only after issue of "No Objection/ No Due/ Completion Certificate" from the concerned Department of NRL.

25. In the event of lot basis auction, any material being found to be deficient in quantity, quality, size, measurement, number and weight or description from those stated in the list published on the website, the buyer shall have no claim against NRL or the Auctioneer nor shall the purchaser/buyer be entitled to seek any annulment of sale or claim for loss of profit, interest, damage or any other ground except for refund of a part of purchaser's money for the quantitative shortages in delivery and he shall be bound to remove the same from the site as good purchased by him. The weightments/ units indicated in the catalogue/ list are tentative and no guarantees assured for the same. In case of unit basis, amount against deficient in quantity only shall be refunded.

26. The buyer shall be responsible for any damages that may be caused to the premises of NRL while dismantling, storage or removal of the lot(s) or items purchased by him and before removing such lots or items from NRL premises, the buyer shall be liable to pay the amount of damages assessed by NRL in this regard.

27. The buyers shall abide by and will be responsible to follow all the Labour Laws in respect of persons engaged by them. NRL shall not be responsible for any claims raised by their personnel in respect of the e-auctions.

28. Sale Orders and Delivery Challans shall be made in the name of actual buyer only and no re-sale shall be permitted.

29. All the judicial proceedings, if any, in respect of any dispute(s) arising out of the e-auction shall be subject to the jurisdiction of court, where the concerned stores/ material is located.

Annexure - I

The **details of disposal of Aluminium scrap by Numaligarh Refinery Limited** and the Auction Start Time & Close Time is as follows:

DATE & TIME OF AUCTION	Auction Date : 24.11.2020 Online Forward Auction Time : 01:30 PM to 02:30 PM (Unlimited Auto Extension) Auction website : http://indiaengineering.com/nrlbid			
Item	Start Price/ MT	Bid Increment in INR	EMD in INR	Bid Time
<u>Disposal of Aluminium scrap</u> Quantity : 25 MT. Note : Rate to be quote per MT basis. Bidder to quote after considering the cost of dismantling as per NRL requirement. <u>Taxes:</u> Taxes will be as per prevailing rates as applicable at the time of invoicing. Current rates applicable are as follows : i) GST 18% ii) TCS 1% Note: All taxes as applicable shall be extra. Transportation in buyers scope. Loading /Unloading in buyers scope.	ZERO	10.00 or its multiple	Rs.1,75,000.00	01:30 PM to 02:30 PM.

Annexure- II

Process Compliance Form

(The bidders are required to print this on their company's letter head and sign, stamp before faxing/ mailing of scanned copy)

M/s. Synise Technologies Ltd.
4th floor ; Vishwa Arcade , Narhe
Kothrud, Pune – 411041, Maharashtra, India

Sub: Agreement to the Process related Terms and Conditions for the Forward Auction

Dear Sir,

This has reference to the Terms & Conditions for the Forward Auction mentioned in the e-auction document for **disposal of Aluminium scrap by Numaligarh Refinery Limited.** This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Terms and the Business rules governing the Forward Auction as mentioned in Tender of NRL as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that NRL and STL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Date :

Scan and email this document to swaruph@synise.com

CONTACT INFORMATION

Synise Technologies Ltd	Numaligarh Refinery Limited
Synise Technologies Ltd 4th Floor ; Vishwa Arcade ; Narhe ; Kothrud ; Pune. - 411041 Mr. Swarup Hait – Mobile: 08308810330 ; Landline : 033-40673127 e-mail: swaruph@synise.com	Numaligarh Refinery Limited PO - Numaligarh Refinery Project Dist.: Golaghat, Assam, India PIN- 785699 Officer's Name 1. Mr. Abhayananda Medhi Numaligarh Refinery Limited PO: NRP, Dist.: Golaghat, Assam, India PIN- 785699 P&T : 03776-265562 ; Intercom: 3635 e-mail: abhayananda.medhi@nrl.co.in 2. Mr Pankaj Kr Saikia Numaligarh Refinery Limited PO: NRP, Dist.: Golaghat, Assam, India PIN- 785699 P&T : 03776-265562 ; Intercom: 3635 e-mail: Pankaj.saikia@nrl.co.in