

BUSINESS RULE DOCUMENT

Disposal of Assets belonging to Numaligarh Refinery Limited present at erstwhile Retail Outlet of NRL, situated at Demseiniong, Opposite NEEPCO Office, Polo Bazar, Shillong on 20.04.2020.

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PART – 1

Part A : Summary of Schedule of Activities

Particulars	Remark
Date of Auction	20-04-2020 (from 11:00 AM to 1:00 PM).
Date & Time of Inspection	FROM: 01.04.2020 to 15.04.2020 BETWEEN 09.00 AM to 4.00 PM
Last date to receive Registration and EMD for participation	18.04.2020 upto 3:00 PM
Last date to receive Process Compliance Form (Annexure II)	18.04.2020 upto 3:00 PM
Time for deposition of Security Deposit	Within 05 (Five) working days from the date of issue of Sale Intimation letter
Time for deposition of Full amount	Payment against entire quantity (including taxes and duties as applicable) have to be deposited within 7 (Seven) working days from the date of issue of Sale Intimation
Time for deposition of Full amount with penalty	For late payment, maximum 3 working days shall be allowed on payment of 1% of full material value as penalty
Schedule for dismantling and clearance of assets:	
Completion of dismantling and clearance of assets from location.	- 45 days (Zero date is the date of issue of Delivery Order).
Note:(1) Additional 10 Calendar days (after expiry of Scheduled date of asset clearance) shall be allowed on payment of ground rent@ 0.1% (zero point one percent) of the quoted asset value by H1 bidder. The asset clearance schedule shall be counted with effect from the date of issue of delivery order. (2) Working dues for deposit of dues shall exclude Bank Holidays	
EMD	- Rs. 35,000/-
<u>Submission of Declaration by successful bidder</u> for carrying out obligations as per terms & conditions prescribed in the e-auctions :	To be submitted to auctioneer (Synise Technologies Ltd) immediately after receipt of Sale Intimation Letter (Annexure III).



Part-B Particulars of Seller auction details

SELLER'S NAME	Numaligarh Refinery Limited Numaligarh Refinery Project Dist.: Golaghat, Assam, India PIN- 785699 (herein after termed as <u>NRL</u>)
AUCTION TO BE CONDUCTED BY	Synise Technologies Ltd Plot No – A8; Shivrith Nagar; Kothrud; Pune – 411038 ☎: 020-30277500/531 Fax no.: 020-30277555 E-mail:swaruph@synise.com; Web site: indiaengineering.com/NRL (herein after termed as <u>STL</u>)
DATE & TIME OF AUCTION	Auction Date : 20.04.2020 Online Forward Auction Time : 11:00 AM to 01:00 PM (Auto Extension as Applicable) Auction website : http://auctions.indiaengineering.com
DATE & TIME OF INSPECTION	FROM: 01.04.2020 to 15.04.2020 BETWEEN 09.00 AM to 4.00 PM

Part C : List of Assets offered for Auction & Reserve Price

SL NO.	Asset description	Reserve Price for auction (in Rs)
Civil Structures		
1.	RCC Ground Floor Office Building (single storied). Plinth area : more or less 17.70 M X 5.10 M = 90.27 Sq. M.	1,26,378.00
2.	Canopy. Covered area of Canopy: more or less 22.30 M X 10.20 M = 227.46 Sq. M.	1,36,476.00
3.	Boundary Wall. Brick Boundary Wall length: more or less 107.20 RM.	21,440.00
4.	Civil Foundation for Dispensing Units. Built-up Area: more or less 3 X (6.80 M X 1.70 M) = 34.68 Sq. M	5,202.00
5.	Driveway. Driveway covered area: more or less 700 Sq. M.	0.0
6.	Signage (Glow Sign – Small). Area: more or less 4 x (1.40M X 1.40M)= 7.84 Sq. M	5,387.00
7.	Signage (Glow Sign – Main signage at front). Area: more or less 3.50 Sq. M	
Total Civil Structures ---- A		2,94,883
Plant & Machinery		
8.	Dispensing Units. MIDCO Make Dispenser Units – 02 Nos GILBARCO Make Dispenser Units – 02 Nos	20,000.00
9.	Oil Storage Underground Tanks. 02 Nos of Underground tanks of capacity 12,000 Litres (or 12 Kilo Litres) each. Total 2 X 12 KL = 24 KL capacity.	50,000.00
10.	Misc Electrical Items, Panel Boards, Cables, Electric Poles, Jointing Kits etc. present in the location.	7,500.00
Total Plant & Machinery---- B		77,500.00
Total of A + B		3,72,383.00
Less towards cost of dismantling, dismounting, demolition etc. (@20% of A+B)		74,477.00
Final Reserve Price for Auction of the Assets.		2,97,906.00

Please Note: Pre auction inspection is MANDATORY for an accurate value analysis of the Assets. NRL Official or its authorized representative will have to certify the pre-auction inspection by the interested party in order to be able to qualify for registration for the auction.

Annexure – I :CATALOGUE

The details of sale of Assets of erstwhile Retail Outlet located at Demseiniong, Shillong by Numaligarh Refinery Limited and the Auction Start Time & Close Time is as follows:

DATE & TIME OF AUCTION	Auction Date : 20.04.2020 Online Forward Auction Time : <u>11.00 AM to 01.00 PM</u> (Unlimited Auto Extension) Auction website : https://www.indiaengineering.com/NRL Auction website : https://www.indiaengineering.com/NRL https://www.indiaengineering.com/NRL			
Item	Reserve Price (Rs)	Bid Increment (Rs)	EMD (Rs)	Bid Time & date
Item: Assets as detailed in Part C above. Note: Please note that price to be quoted on lump sum basis for the entire lot of assets as mentioned in Part C above. <u>Taxes and Duties :</u> Duties and taxes will be as per prevailing rates as applicable at the time of invoicing. Current rates applicable are as follows : i) GST will be at 18 % Note: All taxes as applicable shall be extra. Please note that Dismantling, Demolition, Dismounting, Loading, Unloading (if required) and Transportation of the Assets shall be in buyer's scope.	2,97,906.00	1000.00 or its multiple	Rs. 35,000	11.00 AM to 01.00 PM on 30.03.2020

PART - II

Part D : Procedure for Registration

Perspective bidders shall do online registration in the website of the auctioneer M/s STL with valid documents mentioned below:-

1. Company/Individual PAN Number
2. Excise Registration, VAT / TIN Number/ CST/GST Registration details & PAN Card.
3. Address Proof
4. Photo of authorized person – 1 copy.
5. Income-tax returns (for last 3 preceding financial year).
6. Valid trade license.

Part E :Eligibility Criteria

- a) Bidders should have completed online Registration as mentioned in Part-D
- b) Bidders should have valid documents as mentioned in Part-D**
- c) Must have deposited EMD for the requisite quantum by cut-off date
- d) The buyers will be responsible for ensuring to keep the registration valid, and for the purpose, the buyers will keep all the documents mentioned above valid throughout the period right from bidding up to completion of lifting of the assets from the location. In the event of expiry of any of these documents, the registration will automatically become dormant and during the period of dormancy, the buyer will not be allowed to participate in bidding and release of the assets will be kept suspended. Such suspension of release of the assets will be treated as a failure on the part of buyer / bidder and the proportionate EMD equivalent to the un-lifted assets shall be forfeited. The registration will however be restored and thereafter participation in the bidding will be allowed after submission of the valid document(s) / extension of the validity of the document(s) and the assets will be released and lifting will be allowed.

Part F: Procedure for e-auction

Computerized Forward auction shall be conducted by M/s STL, 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 unwarranted situations.

Please note that the Reserve Price for sale of said assets in the online forward auction will be displayed during the auction and shall be open to all the participating bidders. Bidders can start bidding on or above the start price, 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 i.e Rs. 1000 (Rupees One Thousand Only).

STL shall arrange to train your nominated person(s), without any cost to you. They shall also explain you, all the Rules related to the Forward Auction/ Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.

Procedure of Forward Auctioning

Type- Online English Forward Auction:

The start price (Reserve Price) for sale of the Assets in the online forward auction to be conducted on 30th Mar'20 WILL be displayed during the auction and shall be open to all the participating bidders. Bidders can start bidding on or above the start price, in the online forward auction in case it is displayed. 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 i.e. Rs. 1000/-.

The minimum bid increment amount shall be Rs. 1000 (One Thousand) or its multiple.

English Forward (no ties) shall be conducted between **11:00 AM to 01:00 PM on the scheduled auction date** mentioned in Part A of Part I. 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.

Auto Bid: (Presently not functional)

The Auto Bid feature allows Bidders to place an automated bid against other Bidders in an auction and bid without having to enter a new amount each time a competing Bidder submits a new offer.

Bidders are supposed to quote their best highest price in confirmation to the increment value and in multiples of increment value only. Please note that the auto bid value can be entered only once for a particular item in a particular event. The bidders can at no point of time, during the course of the auction, revise/delete their auto bid values. The bidders have the facility to revise their auto bid value prior to the start of the event.

This feature can be used only once during a particular Forward Auction and only after the H1 rate is equal to or higher than the maximum bid amount that the bidder has put in the system will he get the option to manually bid for the same. In no case during the bidding till the H1 rate or higher is not reached as equivalent to the maximum bid amount offered by the bidder, will the bidder get the option to manually bid for the same.

The situation wherein manual bidder quote the same price quoted by other bidder who has opted for the auto bid feature (although auto bid price is neither visible to any of the other bidders nor NRL nor STL), manual bidder would get a precedence over the auto- bidder. In no case auto bid can be stopped or cancelled.



In case all the participants opt for auto bid, the bidder who has entered the value first (With respect to the time) will get the precedence in that order.

SUBMISSION OF BID IN HARD COPY AFTER COMPLETION OF AUCTION : (Presently not required)
Successful vendor shall be required to submit the final prices, quoted during the English Forward auction exactly as issued by NRL/Service provider after the completion of Auction to NRL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.

NRL will decide upon the winner(s). NRL's decision on award of Contract shall be final and binding on all the Bidders.

NRL shall be at liberty to cancel the forward auction process at any time, before due date, without assigning any reason.

NRL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

During English Forward 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.

Other terms and conditions shall be as per tender document.

PREQUISITE OF SUBMISSION OF ACCEPTANCE OF TERMS & CONDITIONS : Bidders are required to submit your acceptance of the terms / conditions /modality given above before participating in the forward auction.

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.

BIDS PLACED BY BIDDER – ONCE MADE CANNOT BE CANCELLED: 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. The bidder is bound to execute the contract as mentioned above at the price that they bid. Should any bidder back out and not execute contract as per the rates quoted, NRL and/or STL shall take action as appropriate, including forfeiture of EMD and other amounts deposited.

DURATION OF AUCTION: The auctions will be conducted between **11:00 AM to 01:00 PM on the scheduled auction date of 20.04.2020** as mentioned in Part A of Part I. 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.

Best Bidding Price: (May not activate if floor price is given) at the end of the Forward Auction, the screen will remain open for five minutes only. All bidders will be given additional 5 minutes to bid



their best bidding price. The best bidding price by the bidders should be more than their respective last bidding price and they will be permitted to bid only once.

BID INCREMENT: The minimum Bid increment shall be **Rs. 1000.00 (One Thousand)** or its multiple.

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 -optional
- Bid Increment Value
- Reserve price, if displayed.

AUCTION WINNER: At the end of the Forward Auction, NRL/STL will evaluate all the bids submitted and will decide upon the successful bidder(s).

BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian Rupees (INR).

BID PRICE: The Bidder has to quote the **Basic Price excluding** taxes and duties as applicable.

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.

Part G : Methodology for Asset allocation:

- a. Entire Assets as mentioned in Part C above is considered as one lot.
- b. The H1 bidder will be allotted the entire lot and this will be binding on the bidder.
- c. Allocation of the assets against the bids received in the auction is subject to approval of NRL Management and on allocation the same shall be binding on the bidders.
- d. Entire cost of dismantling, demounting, demolition and any other related jobs required at the location for retrieving the Assets is the responsibility of the Buyer. NRL or its representative present at site during lifting of the assets will not be responsible for such arrangements.
- e. Buyer has to arrange for loading/unloading (if required) and transportation of the assets from the site.
- f. Successful bidder who is allotted the Asset Lot by NRL **for the first time** will be required to forward duly filled-in sealed and signed NRL customer codification format placed in **Annexure IV (a)** along with Sales Intimation Letter to NRL through Synise within one day of receipt of Sales Intimation Letter. Existing NRL customers are not required to fill **Annexure IV(b)**.
- g. Under no circumstance(s), buyer can stake claim for any Asset Value which is not lifted by him within the schedule time. Amount corresponding to the Asset Lot once deposited will not be returned back even in the event of failure by the buyer to uplift the material for any reason whatsoever.



Part H : Invoicing:

The Assets as mentioned in Part C will be considered as one CONSOLIDATED LOT and sold to the successful bidder. NRL will generate Sales Invoice considering the entire Assets as 'One Consolidated item' and taxes/duties as per prevailing rate will be applicable.

Part I : Location & Mode of Delivery

Location and Complete Address of the site:

NRL Shillong City-2 Retail Outlet,
Demseiniong, Opposite NEEPCO Office,
Polo Area, PS – Polo Bazar, Shillong,
Dist: East Khasi Hills, Meghalaya

Entire cost of dismantling, demounting, demolition and any other related jobs required at the location for retrieving the Assets is the responsibility of the Buyer. NRL or its representative present at site during lifting of the assets will not be responsible for such arrangements.

Buyer has to arrange for loading/unloading (if required) and transportation of the assets from the site.

Mode of delivery: Road. Truck to be arranged by customer/buyer and shall **be at buyers cost**.

Part J : Schedule for dismantling and clearance of assets

Completion of dismantling and clearance of assets from location.	- 45 days (Zero date is the date of issue of Delivery Order).
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Note: The lifting schedule shall be counted with effect from the date of issue of delivery order.

NOTE: CLEARANCE CERTIFICATE WILL BE ISSUED BY NRL OFFICER OR ITS AUTHORISED REPRESENTATIVE AFTER COMPLETION OF LIFTING AND COMPLETE CLEARANCE OF SITE BY BUYER WITHIN THIS STIPULATED TIME PERIOD. ONLY AFTER ISSUE OF THIS CERTIFICATE, EMD AMOUNT WILL BE RELEASED. PLEASE NOTE THAT SITE HAS TO BE CLEAR OF ALL ASSETS AND DEBRIS LIKE BRICKS, STONE CHIPS, PAVER BLOCKS, ETC.

Part K :Conditions Of Delivery

Dismantling, Demounting, Demolition and Lifting of the Assets will be allowed against advance payment only. Successful bidder has to submit all undertakings/agreements/declarations as mentioned in Annexure-II to Annexure-VI. On receipt confirmation about full/total payments (along with total statutory taxes & duties and corresponding declarations, as applicable) by the buyer, STL shall issue Delivery Order to the buyer under intimation to NRL immediately.

The buyer shall have to complete lifting of the Assets **as per delivery schedule** mentioned above.

The buyers shall produce the authorization / identification letter issued by the Auctioneer along with original delivery order while reporting to the site to NRL's Officer or its authorized representative present there.

If the buyer fails to lift the Assets as per **schedule** as stated in Part J above, he shall be allowed to lift the material with application of Ground Rent Charges @ 0.1% (zero point one percent) of the quoted asset value by H1 bidder w.e.f. 1st calendar day till 10th calendar days [after expiry of delivery schedule] unless stated otherwise.

After effecting payment, if the buyer fails to uplift the Assets within the stipulated period, the buyer shall be treated as defaulter and shall have no claim over the Asset 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 EMD as well as the Asset Value deposited, under intimation to him and STL as per Clause (d) of "Part L: Payment Term".

NRL/STL shall not entertain any requests from the buyers regarding extension of payment period/ delivery period as stipulated in the Sale Order.

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.

Responsibility of deposition of taxes and duties to respective authorities will lie with NRL.

Buyer to make own arrangement for dismantling/dismounting/demolition/loading and transport :
The buyer shall uplift the Assets corresponding to the lot purchased from the site as mentioned in Part I above within the stipulated period as specified in the Sale Order. The buyer shall make his own arrangement for dismantling/dismounting/demolition/ loading/ transport. The buyer shall not be entitled to claim any facilities/ assistance/ transport from NRL or its authorized representative stationed at the site of the Retail Outlet.

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

Delivery of the entire Asset Lot shall be deemed to have completed only after issue of "No Objection/ No Due/ Completion Certificate" from the concerned Marketing Department of NRL.



In the event of lot basis auction, any Asset being found to be deficient in quality, quantity, measurement, number and weight or description from those stated in Part C or 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 and he shall be bound to remove the same from the site as good purchased by him.

The buyer shall be responsible for any damages that may be cause 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.

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.

Sale Orders and Delivery Challans shall be made in the name of actual buyer.

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.

Part L :Payment terms

a. EMD deposit

- i. Name of the A/c: Synise Technologies Ltd
- ii. Bank Name: Bank of Baroda
- iii. A/c no: 25340500000026
- iv. Branch name: Corporate Financial Services Br., Pune
- v. Address :CFS Branch ; Mantri Court ; Pune
- vi. IFSC Code : BARB0CORPUN
- vii. Nature of A/c - Cash Credit A/c

b. Payment of Material Value:

- i. Entire Material Value (Quoted value plus applicable GST) has to be deposited within 07 (Seven) working days from the date of issue of Sale Intimation letter through **RTGS** in favour of Numaligarh Refinery Limited.
- ii. The rate offered by the bidder shall be considered as Basic Price of the entire Asset Lot. All Taxes, Duties, GST, Excise, CST, VAT, Additional Tax, TCS and Turn-Over Tax 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 GST/VAT/CST/Excise/TCS rates etc. as decided by Numaligarh Refinery Limited would be final and binding to the successful bidder and bidders cannot claim / dispute on this matter.



- iii. Payment against the Asset Lot (including taxes and duties as applicable) has to be deposited **within 07 (seven) working days from the date of issue of Sale Intimation** letter through **RTGS** in favour of Numaligarh Refinery Limited.
 - iv. For late payment, maximum 3 working days shall be allowed on payment of 1% of full Asset Value as penalty.
 - v. **Start of lifting including dismantling/demounting/demolition etc. 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 Asset Lot 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 shall be forfeited with due notice to the concerned bidder. The Asset Lot may be re-offered for e-auction at the discretion of the auction committee of NRL.
 - vii. On receipt of full payment, within the stipulated period, auctioneer shall issue Delivery Order for the respective quantity immediately under intimation to NRL.
 - 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.
- c. Forfeiture of EMD & Asset Value deposited in case of failure to lift the Asset Lot after making Payment:
- i. In the event of failure to uplift the entire Asset Lot (as mentioned in Part C) within the scheduled time period as mentioned in Part J, NRL reserves the right to forfeit the EMD as well as the Asset Value deposited. (Asset value is the amount deposited for purchase of the Assets).
 - ii. EMD amount will be returned upon certification by NRL Officer or its authorized representative after successful completion of lifting of the entire Asset Lot from site and satisfactory site clearance certificate issued by NRL Officer.
2. 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, 3 rd Floor, Near Rajiv Bhawan, A.B.C., G.S. Road, Guwahati – 781005
MICR Code	781002028
IFSC (RTGS/NEFT)	SBIN0004418
Branch Code	4418

Part M : 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 is the statutory taxes, he shall furnish the necessary declaration in that respect. The buyer shall have to pay the Sales tax on sale price for the purchased lot along with balance payment before depositing the balance sale amount. 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

Part N : OTHER CONDITIONS OF E-AUCTION SALE

1. The material as per the list declared on the Auctioneer's i.e. M/s Synise Technologies Ltd. (STL) website shall be disposed of by way of e-auction through the Auctioneer's website and advertisement through newspapers.
2. The prospective bidders will **MANDATORILY** inspect the Asset Lot at site mentioned in Part I above which is offered for e-auction sale within stipulated period, The bidders shall satisfy themselves about condition, quality, quantity, and measurement etc. of the Assets. No complaints shall be entertained regarding quality, description, quantity, size, measurement etc. of the Assets as the information given in Part C is approximate and no warranty or guarantee shall be implied. Asset Lot shall be sold after the bidders have inspected the Assets at the site located in Demseiniong, Shillong, Meghalaya to their satisfaction. It is mandatory that bidders go for the inspection of the Assets at site to have an accurate assessment of the quality and value. Error in the description/ quantity/ quality/ measurement/ utility/ number/ weight/ condition etc. of the Asset as given in Part C above shall not form a cause to the bidder to complain or to avoid completed sale or bid.
3. For participation in the e-auction, the prospective bidders shall register themselves with the Auctioneer's website. Only registered bidders who has completed pre-auction inspection can participate in the e-auction. The bidders shall pay the 'Earnest Money Deposit (EMD)' for the lot to the Auctioneer prior to the e-auction. The amount of EMD (as per catalogue) shall be in the form of Demand Draft/ NEFT drawn in favour of STL.
4. On completion of e-auction proceedings & after receipt of e-auction statement from the Auctioneer, the NRL Marketing & BD shall take decision in respect of acceptance or rejection of bids within 7 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.
5. 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.
6. No other special permission shall be granted in that respect once the list/ catalogue is displayed. However, express undertaking (Annexure III) shall have to be given by the buyer that he shall be liable to and shall have to remove all the items purchased within stipulated time. All consequential damages as a result of such dismantling, demounting, demolition, cutting, breaking etc. during removal will be determined by the concerned Marketing Department of NRL and the successful bidder/ buyer shall be responsible for such damages.
7. 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 shall be released after completion of lifting and issue of completion certificate only.

8. It will be the sole responsibility of the buyer to adhere to all labour related laws and issues, safety and environmental requirements and to comply with all NRL HSE (Health, Safety, Environment) policy during entire operation of shifting and loading.
9. Tanks, Pipelines and Dispensing Units present at the site were used for storing and delivering hazardous products like HSD and MS. Hence, special precaution needs to be taken during dismantling as well as disposal of these facilities.
10. The successful bidder shall furnish declaration in the proforma (**Annexure III**) to auctioneer **immediately after receipt of Sale Intimation Letter**. for carrying out obligations as per terms & conditions prescribed in the e-auctions.
11. 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.
12. The Bidder shall not divulge either his Bids or any other exclusive details of NRL to any other party.
13. NRL's decision on award of Contract shall be final and binding on all the Bidders.
14. NRL along with STL can decide to extend, reschedule or cancel any auction. NRL can conduct re-auction within 05 working days of cancellation. Such re-auction intimation will be published on NRL/STL website.
15. 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.
16. 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.
17. In case of delay in lifting the identified product, seller reserves the right to sale the Asset Lot to other similar interested party or parties.
18. **All the Bidders are required to submit the Process Compliance Form (Annexure- II) and the Declaration as per Annexure-III duly signed to M/s Synise Technologies Ltd, Pune.**

Part O : FORCE MAJEURE

- a) If, at any time, during the term of this contract it becomes impossible for any Party to fulfill any of its obligations due to circumstances prevailing beyond the control of that Party such as strikes and/or lockouts, or reasons of any statute, rules, regulations, orders and acts of Governments, or war, civil commotion, riots, fire, or floods, droughts, epidemics or any other acts of God then the Party may be excused from performance of any of its obligations under the contract whole or to the extent that its performance is interrupted or prevented by one or more of such events of Force Majeure.
- b) In such circumstances the Parties may agree to an adjustment to the agreed Schedule taking into consideration the amount of time lost due to the Force Majeure event(s). Provided, however, that the performance of this contract shall be resumed as soon as feasible after the Force Majeure event(s) has ceased or otherwise determined and all Parties obligations shall continue to be in force for the extended period.
- c) The reporting Party shall inform the other Party in writing by email given in **Annexure V** within 48 hours of the occurrence of the events Force Majeure and also as soon as it has ceased or determined.



- d) The reporting Party shall at the same time give the other Party their estimate of the effect on the delivery. In the event that the Force Majeure events continue for a period of more than one month, then each Party has the right to terminate the contract on mutually fair terms or the terms and conditions can be altered on mutually acceptable basis.

Part P : ARBITRATION

If any dispute and/or difference shall at any time arise between the parties to this agreement in relation to any clause(s) or matters herein contained or their respective rights/claims, or liabilities hereunder or otherwise in relation to or arising out of this Agreement, such disputes and / or differences shall be settled mutually through discussion between the parties in the first instance, failing which the same shall be finally settled by Arbitration and the provisions of the (Indian) Arbitration and Conciliation Act, 1996 and the rules made there under and any statutory modification and reenactment thereof shall be deemed to apply and to be incorporated in this Agreement. The Arbitral Tribunal will be composed of a panel of three arbitrators, one to be appointed by the claimant(s) and one to be appointed by the respondent(s) and two arbitrators so appointed, shall appoint the third arbitrator who shall act as the Presiding Arbitrator. The award of the Arbitral Tribunal shall be final and binding on the parties. The venue of Arbitration shall be Guwahati, Assam and arbitration proceedings shall be conducted in English language and will be concluded within 3 months of appointment of the arbitrator

Part Q : JURISDICTION

This contract is subject to the exclusive jurisdiction of the Courts at Guwahati, Assam.



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.
Plot No – A8 ;Shivtirth Nagar
Kothrud, Pune – 411038, 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 **sale of 'Assets Lot' of erstwhile Retail Outlet of Numaligarh Refinery Limited located at Demseiniong, Polo Area, Shillong, Meghalaya.** 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



Annexure III

Declaration by successful bidder for carrying out obligations as per terms & conditions prescribed in the e-auctions

(To be submitted to auctioneer (STL) immediately after receipt of Sale Intimation Letter)

Ref :

Sale of: 'Assets Lot' of erstwhile Retail Outlet of Numaligarh Refinery Limited located at Demseiniong, Polo Area, Shillong, Meghalaya

Auction No :

Auction date:

I/ We _____ hereby declare that I/ We have purchased the Asset Lot located erstwhile Retail Outlet of Numaligarh Refinery Ltd (located at Demseiniong, Polo Area, Shillong, Meghalaya) for Rs. _____ (Rupees _____) in the e-auction held on _____ (Date).

I/ We agree to uplift the entire Assets present in the Location as detailed in Part C above and also to completely clear the site to the satisfaction of NRL Officer or its authorized Representative as per terms and conditions prescribed for the e-auction within the respective periods stipulated therein for carrying out our obligations.

I/ We agree to complete the transaction of purchase in terms and conditions prescribed for the e-auction within the respective periods stipulated therein for carrying out our obligations.

Signature of Buyer with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Date :



Annexure IV (a) :

Numaligarh Refinery Limited Format for creation of OMC/Direct customer Sold to Party/Ship to Party in NRL SAP (To be filled and signed by representative from OMC/Direct customer)		
(All fields are mandatory)		
1	Name of the customer:	
2	Address details (1)	
<i>Note: Address of prime place of business such as Head Office/Registered Office/Corporate Office/Marketing Head Office etc.</i>		
	Village/Locality	
	Street & House number	
	Postal Code	
	Railway siding	
	City	
	State	
3	Address details (2)	
<i>Note: Address of the establishment where physical delivery of the goods is desired. Leave it blank if it is same as Address details(1)</i>		
	Village/Locality	
	Street & House number	
	Postal Code	
	Railway siding	
	City	
	State	
4	Phone/ Mobile no.	
5	E-Mail	
6	GST Reg.no. (Copy of GST Reg Certificate to be enclosed)	
7	GST Registered address.	
8	PAN. no. (Copy of PAN Card to be enclosed)	
9	VAT Reg no. (Copy of VAT be enclosed)	
10	CST Reg no. (Copy of CST to be enclosed)	
11	LST Reg no.	
12	Customer Class. <i>Note: e.g. Individual / Co. Op. / Pvt. Ltd. etc.</i>	
13	Product(s) to be uplifted:	
14	Industry <i>Note: Industry or the type of business</i>	
15	Mode of Payment <i>Note: DD / Cheque / NEFT etc.</i>	
16	Credit Limit(If applicable):	
17	Any other relevant information:	
	Customer Name :	
	Name (Customer Representative) :	
	Designation :	
	Signature with seal :	



Annexure IV (b) :

ON LETTER HEAD

To,

GM (Commercial & Legal)
Commercial Department
Numaligarh Refinery Limited,
Golaghat, Assam
Pin: 785699

Dear Sirs,

The following is a confirmation / updation of my bank account details and I hereby affirm my / our choice to opt for payment of amounts due to me under various contracts through electronic mode. I understand that Numaligarh Refinery Ltd. also reserves the right to send the payments due to me by a cheque / Demand Draft / electronic mode or through a banker.

A. Supplier /Contractor / Service Provider / Organisation Details

1. Name (As per bank records) :
2. Code (if any) :
3. Address : (Including Pin Code):
4. P. A N.(Mandatory) .:
5. E-mail ID .(Mandatory) :
6. Contact Telephone Number:
7. Mobile No.(Mandatory):

B. Particulars of Bank Account

1. Bank Name
2. Branch Name /branch code
3. Branch Address (incl Pin code)
4. 9 Digit MICR No. of Bank and Branch as appearing on the cheque
5. Account Type (Savings/Cash credit/Current)
6. Account Number (as appearing on cheque book)
7. IFSC Code of the Branch (For RTGS)
8. IFSC Code of the Branch (For NEFT)

I hereby confirm that the particulars given above are correct and complete and also undertake to promptly advise any changes to the above details to NRL. If the transaction is delayed or not effected for reasons of incomplete or incorrect information or banking delays, I shall not hold Numaligarh Refinery Limited responsible. I also agree for printing of the bank details on the cheque or DD if the payment is effected by cheque / DD.

NAME

Authorised Signatory

Official Rubber Stamp

Date:

Note: 1. **Bank details to be confirmed by the bankers. Such confirmation shall be duly signed & stamped by the bankers. PLEASE NOTE THAT IF THIS FORMAT IS EXTENDED TO NUMBER OF PAGES THEN SIGNATURE AND STAMP FROM YOUR BANKER IS REQUIRED IN ALL THE PAGES.**

2. **Please enclose a photocopy of a cheque (duly cancelled at your end) from your cheque book of the bank where your account is being maintained.**

Annexure – V : CONTACT INFORMATION

Synise Technologies Ltd	Numaligarh Refinery Limited
Synise Technologies Ltd Plot No – A8; Shिवtirth Nagar ; Kothrud ; Pune. Mr. Swarup Hait – Mobile: 08308810330 ; Landline : 020-30277531 Fax no.: 020-30277555 e-mail:swaruph@synise.com	Numaligarh Refinery Limited PO - Numaligarh Refinery Project Dist.: Golaghat, Assam, India PIN- 785699 <u>(Regarding Inspection schedule, Asset upliftment, Clearance Certificate)</u> Officer's Name - Mr. Eebon Datta Senior Manager (Marketing) Numaligarh Refinery Marketing & BD Office, NEDFI Building, 4th Floor, GS Road, Dispur, Guwahati, Assam Mobile - 9435408025 e-mail: eebon.dutta@nrl.co.in <u>(For overall co-ordination)</u> - Mr RMW Khongwir DGM (Marketing) Numaligarh Refinery Marketing & BD Office, 4th Floor, NEDFI Building, GS Road, Dispur, Guwahati-781006 Mobile - 9435732519 e-mail: rangkisan.khongwir@nrl.co.in - Mr Subrata Das GM (Marketing) Numaligarh Refinery Marketing Office, 4th Floor, NEDFI Building, GS Road, Dispur, Guwahati-781006 P & T: 0361 2237838 e-mail: subrata.das@nrl.co.in



Annexure – VI : UNDERTAKING (To be submitted in non-judicial stamp paper)

I/ We _____ hereby declare that I/ We have purchased the Asset Lot located at erstwhile Retail Outlet of Numaligarh Refinery Ltd (located at Demseiniong, Polo Area, Shillong, Meghalaya) for Rs. _____ (Rupees _____) in the e-auction held on _____ (Date).

I/ We agree to uplift the entire Assets present in the Location as detailed in Part C above and also to completely clear the site to the satisfaction of NRL Officer or its authorized Representative as per terms and conditions prescribed for the e-auction within the respective periods stipulated therein for carrying out our obligations.

Signature of Buyer with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Date :