



**BUSINESS RULE DOCUMENT FOR DISPOSAL OF USED BATTERIES BY
NUMALIGARH REFINERY LIMITED**

Disposal No : WH/DISPOSAL/31

Summery of Schedules of Activities :

Date of Submission of tender :27-03-2017 (upto 11:00 AM)

Tender Opening Date : 28-03-2017 (11:00 AM)

Date & Time of Inspection: From 13.03.2017 to 17.03.2017 (Time: 9:00 AM to 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.**

Delivery Schedules:

The buyers needs to initiate and complete lifting and moving of the materials within 30 days time, from the issue of Delivery Order.

EMD :Rs 7,500.00

Technical Requirement :

The party should have valid License to handle used Batteries or should have tie-ups with such partiies.

Please Note : Tender of Parties “without/do not meet” technical requirement shall be rejected from further processing.

Address for Submission of Tender:

General Manager (Comm & Legal)
Numaligarh Refinery Limited
PO: NRP, Dist : Golaghat
Assam, Pin :785699

Superscribe the envelope with “**Tender for Disposal of Used Batteries - WH/DISPOSAL/31**”.

Note : EMD, Technical requirement and filled up, signed & sealed Price Bid (Annexure – I) should be part of the Tender.

Prospective Bidder should sign each pages of the BRD as a token of acceptance of



the terms and conditions of the tender. This should also be a part of the tender.

BUSINESS RULE DOCUMENT FOR DISPOSAL OF USED BATTERIES BY NUMALIGARH REFINERY LIMITED

SELLER'S NAME	Numaligarh Refinery Limited Numaligarh Refinery Project Dist.: Golaghat, Assam, India PIN- 785699
Tender to be deposited at the following Address	General Manager (Comm & Legal) Numaligarh Refinery Limited PO: NRP, Dist : Golaghat Assam, Pin :785699 Superscribe the envelope with “Tender for Disposal of Used Batteries - WH/DISPOSAL/31” . Note : EMD, Technical requirement and filled up, signed & sealed Price bid (Annexure – I) should be part of the Tender. Prospective Bidder should sign each pages of the BRD as a token of acceptance of the terms and conditions of the tender. This should also be a part of the tender.
DATE & TIME OF Submission of tender	27-03-2017 (upto 11:00 AM)
DATE & TIME OF INSPECTION	From 13.03.2017 to 17.03.2017 (Time: 9:00 AM to 4:00 PM)
Date and Time of Opening of Tender	28-03-2017 (11:00 AM)

CONTACT PERSON FOR INSPECTION	1. Mr Pankaj Kr Saikia Email : pankaj.saikia@nrl.co.in Intercom:3636 Phone : 03776265562 Fax No. : 03776265514 2. Mr Deep Gogoi. e-mail: deep.gogoi@ nrl.co.in Intercom:3641 Fax No. : 03776265514
EMD	Rs 7,500.00 The bidder shall deposit Earnest Money Deposit in the form of Demand draft of STATE BANK OF INDIA in favour of Numaligarh Refinery Limited, payable at SBI, Numaligarh Refinery Complex Branch (Code : 5377). Tender without earnest money will be summarily rejected.
DOCUMENTS ATTACHED	1) Business rules for finalization of the Procurement 2) Terms & conditions of the Tender 3) Conditions of sale. 4) Price Offer (Annexure – I)
Location of Material	Numaligrah Refinery Limited Numaligarh, Assam

Business Rule for finalization of the procurement

NRL shall finalize the sale of DISPOSAL OF USED BATTERIES BY NUMALIGARH REFINERY LIMITED as per this Tender.

1. Materials for BID : DISPOSAL OF USED BATTERIES is as per the specifications given in the tender. There are 408 nos of used batteries. Taking total weight per undrained batteries as 3 Kg, the total weight shall be approx 1224 KG.
2. **BIDDING CURRENCY & UNIT OF MEASUREMENT:** Bidding will be conducted in Indian Rupees (INR). Unit of Measurement (UoM) is mentioned in **Annexure – I**
3. **BID PRICE:** The bidder has to quote the Basic Price (Per KG of undrained batteries) excluding taxes and Duties. Taxes and Duties shall be extra as applicable.
4. The Technical & Commercial terms are as per this tender document for DISPOSAL OF USED BATTERIES BY NUMALIGARH REFINERY LIMITED.
5. **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.
6. **Technical Requirement :**

The party should have valid License to handle used Batteries or should have tie-ups with such parties.

Please Note : Tender of Parties “without/do not meet” technical requirement shall be rejected from further processing.
7. **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 shall take action for forfeiture of EMD and putting you in the holiday list of NRL for a period of one year.
8. Winner shall be on the basis of the bidder quoting the highest price against the item subject to technical acceptability. If two or more bidders bid for the same highest price against the item , then winner shall be decided by Lottery between the highest bidder.
9. NRL shall be at liberty to cancel the tender process **at any time**, without assigning any reason.
10. Other terms and conditions shall be as per this tender document for DISPOSAL OF USED BATTERIES BY NUMALIGARH REFINERY LIMITED

Terms & Conditions of the tender

1. **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 the contract as per the rates quoted, NRL shall take action for forfeiture of EMD and putting the bidder in the holiday list of NRL for a period of one year.
2. **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.
3. Winner shall be on the basis of the bidder quoting the highest price against the item subject to technical acceptability. If two or more bidders bid for the same highest price against the item, then winner shall be decided by Lottery between the highest bidder.
4. **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 can decide to extend, reschedule or cancel the Tender. 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.

The highest bidder does not get any right to demand acceptance of his offer. Numaligarh Refinery Limited reserves the right to accept/reject/cancel any bid, withdraw any portion of the offered property at any stage from the bid even after acceptance of bid/issue of Sale intimation Letter/issue of delivery order or release order/deposit of full value by successful bidder without assigning any reason thereof. In the event of withdrawal of the whole property for sale after the successful bidder had deposited the full value against the same, Numaligarh Refinery Limited shall refund the value of the offered price, if already paid for by the successful bidder, without any interest. In case, portion of the offered property is withdrawn after deposit of full value by the successful bidder, NRL shall refund only the value offered by the successful bidder against the portion withdrawn, without any interest. Numaligarh Refinery Limited shall not be responsible for any damage / loss whatsoever to the successful bidder on account of such withdrawal. The purchaser shall not be entitled for any other claims or refund.

- Parties / bidders who are in the holiday list of NRL on the date of submission of tender are not eligible to participate in the tender process

CONDITIONS OF SALE

1. The prospective bidders may inspect the materials(and documents) offered for sale at his own cost within stipulated period/dates, at the site where the materials are located. The bidders shall satisfy themselves about the condition, quality, quantity, measurement etc. of the materials(and documents) which they intend to purchase. No complaints shall be entertained regarding description, quality, quantity, size, measurement, number ,weight, etc. of the materials as the information given in **Annexure I** is approximate and no warranty or guarantee shall be implied. Materials shall be sold on **“AS IS WHERE IS”, “CLEAN SWEEP” and “NO COMPLAINT” BASIS** and on the assumption that the bidders have inspected the materials(and documents) and know what they are buying, irrespective of whether the bidders have inspected the materials (and documents) prior to submission of tender or not; the principal of **“CAVEAT EMPTOR”** shall apply. Error in the description/quality/quantity/ measurement/ utility/ number/ weight/ condition **etc.** of the material as given in Annexure I , shall not form a cause to the bidder to complain or to avoid completed sale or bid. During the visit for inspection (whether or not such inspection in fact taken place) the bidder shall be deemed to have noticed of all such faults, errors and mis-statement and shall not be entitled later on for any compensation or damage on account of such defects, faults , errors and mistake.
2. NRL auction committee shall take decision **in respect of acceptance or rejection of bids** within a reasonable period. Such decision shall be binding on the bidders. NRL shall not be bound to assign any reason for such acceptance or rejection of bids.
3. NRL shall issue **Sale Intimation Letter** to the successful bidders
4. Picking, Sorting, Cutting, bundling, hammering , breaking up etc. (if required) of the materials shall be in the scope of the buyer. All consequential damages as a result of such cutting, breaking etc. during removal will be determined by the concerned Department of NRL and the successful bidder/ buyer shall be responsible for such damages.
5. EMD of the unsuccessful bidders shall be refunded immediately. The EMD of the successful bidders (except in case of forfeit) shall be refunded immediately after the end of contract period. However, for CST sale with C form, EMD shall be returned to the successful bidder after receipt of C form and after end of contract period. **EMD payment shall not be adjusted against the sale value.** The EMD shall be non interest bearing.
6. **Payment terms:**
 - i. The rate offered by the bidder shall be considered as Basic Price per Unit of Measurement as specified in the catalogue. All Taxes, Duties, 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 VAT/CST/Excise/TCS rates etc. as decided by Numaligarh Refinery

- Limited would be final and binding on the successful bidder(s) 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. No part payment shall be allowed. Buyers have to make payment in full at one installment only.
 - iv. If the successful buyer does not deposit the offered price including taxes and duties in advance within 15 days from the date of Sale Intimation Letter, a single reminder shall be sent to the buyers over email/fax etc. Still, if the buyer does not hand over the required deposit within 30 days from the date of Sale Intimation Letter, his offer shall automatically be invalid and fresh process of sale may be initiated. The EMD of such bidders shall be forfeited. The buyer shall be put in the Holiday List of NRL for a period of one year. The buyer shall not be entitled for any compensation or damage or nor can claim any rights over the said materials.
 - v. If the last day of the stipulated dates for payments happens to be a holiday/ Weekly off, the payments shall be allowed on the next working day without application of delayed payment charges for the last day of payment.
 - vi. **Lifting shall be allowed only against full payment (including taxes and duties as applicable) made in advance.**
 - vii. On receipt of full payment including statutory taxes & duties and corresponding declarations if applicable ,NRL shall issue Delivery Order against the particular lot to the successful buyer.
 - 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.

7. 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	2nd Floor, Bee Kay Tower , Ganeshguri , Guwahati – 781006
MICR Code	781002028
IFSC (RTGS/NEFT)	SBIN0004418
Branch Code	4418

8. Delivery Schedules:

The buyers needs to initiate and complete lifting and moving of the materials within 30 days time, from the issue of Delivery Order.

9. 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 and 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 actual 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 shall lies with NRL

13.Delivery Conditions:

(a)On receipt confirmation about full/total payments (along with total statutory taxes & duties and corresponding declarations, as applicable) from the buyer, NRL shall issue Delivery Order.

(b) The buyers shall have to take delivery within **as per delivery schedule** mentioned above.

(c) The deliveries shall be made on **“as is where is, clean sweep & No Complaint”** basis.

(d) The buyer shall intimate NRL regarding date of lifting of the materials in advance on normal working days of NRL except Saturday, Sunday and any holiday of NRL.

(e)The buyers shall produce the original delivery order while reporting to NRL, Numalgarh for lifting the concerned lot.

(f) Transportation and loading shall be in the scope of the buyer.

(g) The disposal shall be done in day time on normal working days of NRL Numaligarh except Saturday, Sunday and any holiday of NRL Numaligarh.

(h) If the last day of the stipulated dates for deliveries happens to fall on the exceptions as mentioned in (g) above, the deliveries shall be allowed on the next working day without application of ground rent charges for the last day of delivery.

(i) The materials shall be handed to the buyer on weighment/Measurement basis/counting as per the UoM and other condition as notified in the tender. NRL Weighbridge shall be used for the weighment of the materials and the measurement shall be countersigned by the buyer or his authorized representative.

(j) 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.

(k) The measurement / counting shall be countersigned by the buyer or his representative.

(l) NRL reserves the right to unload the vehicle for inspection purpose, if it is suspected at any time that the purchaser has loaded the material(s) for which he is not purchaser or if the purchaser is found to carry excess material than that mentioned in the documents, NRL will be within the right to detain the truck, unload the goods at the cost & expenses of the purchaser & terminate the contract forthwith.

(m) NRL shall refund to the buyer the equivalent amount without any interest arising out of shortfall in quantity to deliver than that as mentioned in Delivery Order, if the buyer had already paid the full amount for the same. The basis of refund shall be as per offered price on UoM basis for the balance goods which fall short than that as specified in the Delivery Order. The buyer shall not be entitled for any other claims or refund.

(n) If the buyer having paid the full amount of his purchase money fails to remove the materials by the date(s) as specified in the Delivery Order, NRL may keep the goods at the buyers risk and charge the buyer in respect of ground rent @ $\frac{1}{2}$ percent of the sale value per week subject to maximum of 5 % of sale value (on pro rata basis) during which failure to take delivery of such goods continues. Such charges are to be paid on pro rata basis and should be paid before the goods or any parts thereof are removed. Thereafter (after 10 weeks of expiry of Delivery date) the Sale Intimation Letter , Delivery Order shall be treated as cancelled and an amount equal to the EMD plus ground rent @ $\frac{1}{2}$ percent of the sale value (on pro rata basis) per week subject to maximum of 5 % of sale value shall be forfeited from the buyer (above a tolerance of 10 % of the total material allocated to him) and the balance amount shall be refunded to the buyer without interest. The buyer shall be put in the Holiday List of NRL for a period of one year if he fails to remove the material allocated to him. The buyer shall not be entitled for any compensation or damage or nor can claim any rights over the said materials and NRL may process for fresh sale of the said materials.

(o) The Buyer shall make good of all damage which may be caused to any property of NRL or third party's properties or of any other person by any act or default of the Buyer, his agents or employees, in connection with the removal of any of the goods.

All safety Regulations should be followed by the buyer and their men in removing the items. Any injuries to workers employed by the buyer while removing /transport of the items and any risk / liabilities (included under Workmen's Compensation Act etc.) arising out of the same, will be the liability of the buyer and not of NRL. The buyer shall indemnify NRL against all liabilities/demurrage claims arising out of non-compliance by the buyer of all statutory requirements currently in force or made applicable subsequently. The buyer will keep NRL indemnified against all damage / claims arising of the aforesaid and to that effect the buyer shall submit an Indemnity Bond to NRL.

(p) 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.

(q) The buyer shall not be entitled to resell any lot or part of a lot while the goods are still lying within the premises of NRL or its rented Warehouse and delivery would be effected by NRL to the purchaser(s) only.



(r) On submission of copy of the Delivery Order & Gate Pass, the concerned Department of NRL shall issue Tax/ retail Invoices to the buyers.

(s) The goods shall be and remain in every respect at the risk of the Buyer from the date of Issue of 'Delivery Order' and NRL shall not be under any liability for natural deterioration, weathering, rusting, growth of vegetation, water logging, preservation etc. thereafter from that date.

(t) Delivery Location : Numaligarh Refinery Limited
Numaligarh, Assam

(u) Buyer shall not be allowed to drain out the battery within NRL campus.

14. Termination of Contract

NRL reserves the right to terminate the contract Sale Intimation Letter, Delivery Order any time by giving three days notice on the following ground :

a) For breach of the terms and conditions of the contract or improper behavior by the buyer.

Decision of NRL to terminate the contract (Sale Intimation Letter, Delivery Order) shall be final and binding and no claims from the buyer for damages and compensation shall be entertained. In the event of the buyer or his agent or servant committing or attempting to commit theft, fraud, dishonesty, threatening or gross misbehavior in connection with the subject matter of the Sale Intimation Letter/ Delivery Order or any other connection whatsoever concerning the business of NRL, Numaligarh Refinery Limited shall be entitled to terminate the contract (Sale Intimation Letter/Delivery Order) forthwith at its sole discretion and take any other action deemed fit including holiday listing of the buyer and forfeit of amount equal to the EMD plus ground rent (if applicable) @ ½ percent of the sale value (on pro rata basis) per week subject to maximum of 5 % of sale value.

b) For any unforeseen circumstance, NRL may decide to rescind the order/contract. In such case penalty as imposed in 14 (a) shall not be applicable.

15. 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
Price Offer

Tender Reference : SALE OF USED BATTERIES BY NUMALIGARH REFINERY LIMITED

Item	Rate / KG in Figure of undrained batteries	Rate / KG in Words of undrained batteries
USED BATTERIES Rate quoted per KG of Undrained Batteries <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 : • Basic excise duty : 12.5 % • VAT @ 6.00% OR • CST 2.00% against Form C and 6% without form C • TCS : 1 % • Note: All taxes as applicable shall be extra. • Transportation in buyers scope. • Loading /Unloading in buyers scope. There are 408 nos of used batteries. Taking total weight per undrained batteries as 3 Kg, the total weight shall be approx 1224 KG. Delivery : On actual weighment basis of undrained batteries		

Date :

Signature of the Bidder

Stamp