



**BUSINESS RULE DOCUMENT FOR DISPOSAL OF E-Waste BY NUMALIGARH
REFINERY LIMITED**

Summary of Schedules of Activities :

Tender Ref/No : NRL/KOL/DISPOSAL/01

Date of Submission of tender : 31-03-2021 (upto 03:00 PM)

Technical Bid Opening Date : 31-03-2021 (after 03:00 PM)

Price Bid Opening Date : Shall be intimated over email

Date & Time of Inspection: From 22.03.2021 to 24.03.2021 (Time: 01:00PM 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 Schedule:

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

EMD : Nil

Technical Requirement :

The parties should be from West Bengal having valid CPCB/SPCB License for handling E-Waste

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

Address for Submission of Tender:

Deputy General Manager (Coordination)
Numaligarh Refinery Limited
Bharat Bhavan, 4th Floor
Plot No 31, KIT Scheme No. 118
Prince Gulam Md Shah road
Golf Green , Kolkata – 700097
Landline : (033) 2429 3455

Bids should be submitted separately in two parts, viz. **PART I & PART II** in



sealed envelopes superscribed with “NRL/KOL/DISPOSAL/01 E-Waste” and nature of bid (**Technical or priced**).

PART I : **a) One copy of** BRD duly signed and stamped in each page as a token of acceptance of the terms and conditions of the tender, **b) relevant documents etc.** (valid CPCB/SPCB License for handling E-Waste), other than prices.

PART II : One copy of **PRICED BID** (Annexure – I) with **Schedule of Rates duly filled, signed & stamped on each page.** (Annexure – A & Annexure - B) **signed & stamped on each page**

The two envelopes containing Part I and Part II of bids should be enclosed in a single sealed envelope superscribed:

**Quotation for the job
“DISPOSAL of E-Waste”**

(Tender Ref/No : NRL/KOL/DISPOSAL/01)

- The name of the bidder and due date of submission of the offer should also be superscribed in the envelope.
- **All corrections and alterations in the entries of tender paper shall be signed by the Bidder with date. No erasures or over writing are permissible.**

**BUSINESS RULE DOCUMENT FOR DISPOSAL OF E-Waste BY NUMALIGARH REFINERY
LIMITED**

SELLER'S NAME	Numaligarh Refinery Limited Bharat Bhavan, 4 th Floor Plot No 31, KIT Scheme No. 118 Prince Gulam Md Shah road Golf Green , Kolkata – 700097
Tender to be deposited at the following Address	Deputy General Manager (Coordination) Numaligarh Refinery Limited Bharat Bhavan, 4 th Floor Plot No 31, KIT Scheme No. 118 Prince Gulam Md Shah road Golf Green , Kolkata – 700097 Landline : (033) 2429 3455
DATE & TIME OF Submission of tender	31-03-2021 (upto 03:00 PM)
DATE & TIME OF INSPECTION	From 22.03.2021 to 24.03.2021 (Time: 01:00PM to 4:00 PM)
Date and Time of Opening of Tender	Technical Bid opening Date : 31-03-2021 (after 03:00 PM) Price Bid Opening Date : Shall be intimated over email

CONTACT PERSON FOR INSPECTION	1. Mr Jitumoni Sarmah Email : jitumoni.sarmah@nrl.co.in Mobile : 9401044919 2. Mr Bapi Dolai Mobile : 8910335643
EMD	Nil
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	Transit Flat Numaligarh Refinery Limited Upohar The Condovillee Tower 8 , Astami Flat 080203 , 2nd Floor Chak Garia , Behind Pearless Hospital Kolkata 700 094 Phone No : 033 24780137

Business Rule for finalization of the procurement

NRL shall finalize the sale of "DISPOSAL OF E-Waste BY NUMALIGARH REFINERY LIMITED" as per this Tender.

1. Materials for BID : DISPOSAL OF E-Waste is as per the specifications given in the tender.
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 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 E-Waste 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 parties should be from West Bengal having valid CPCB/SPCB License for handling E-Waste

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 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 cumulative highest price against all the items of all the groups combined, subject to technical acceptability. If two or more bidders bid for the same highest price as decided above, then winner shall be decided by Lottery between the highest bidders.
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 E-Waste 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 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 cumulative highest price against all the items of all the groups combined, subject to technical acceptability. If two or more bidders bid for the same highest price as decided above, then winner shall be decided by Lottery between the highest bidders.
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. (The value to be returned to the party shall be evaluated considering equal value for all the items in the group) 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 A & Annexure B** 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 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. **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 , GST, 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 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 to the successful buyer.
- viii. All Payment has to be made through RTGS to NRL's account.
- ix. All payments are to be made as non interest bearing.

5. 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

6. 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.

7. 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 and details in that respect. The rate of applicable taxes & duties shall be indicated against individual lot in the list displayed (Annexure – I). 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 lie with NRL

8.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, Numaligarh 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 weight/Measurement basis/counting as per the UoM and other condition as notified in the tender.
- (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 value to be returned to the party shall be evaluated considering equal value for all the items in the group.

(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 @ ½ 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 @ ½ 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 this tender.

(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 :

Transit Flat
Numaligarh Refinery Limited
Upohar The CondoVILLE
Tower 8 , Astami
Flat 080203 , 2nd Floor
Chak Garia , Behind Pearlless Hospital
Kolkata 700 094



Phone No : 033 24780137

9. Termination of Contract

NRL reserves the right to terminate the contract Sale Intimation Letter, Delivery Order at 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) @ $\frac{1}{2}$ 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 9 (a) shall not be applicable.

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

Annexure – I

Price Offer

Tender Ref/No : NRL/KOL/DISPOSAL/01 DISPOSAL OF E-Waste BY NUMALIGARH REFINERY LIMITED

Item	Total Quoted Price (INR) in Figure	Total Quoted Price (INR) in Words
Items Group No 01 (List of the Items are in Annexure – A) Price to be quoted in totality for all the items as listed in Annexure - A <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 : • GST : 18 % • TCS : 1 %.		
Items Group No 02 (List of the Items are in Annexure – B) Price to be quoted in totality for all the items as listed in Annexure - B <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 : • GST : 28 % • TCS : 1 %		

- Note: All taxes as applicable shall be extra.
- Transportation in buyers scope.
- Loading /Unloading in buyers scope.

Date :

Signature of the Bidder

Stamp

Annexure – A

SL. NO.	DESCRIPTION	UOM	Qty	MAKE	ASSET NO.
1	Desktop Computer	Nos.	1	Acer	60051194
2	Desktop Computer	Nos.	1	Acer	60051662
3	Desktop Computer	Nos.	1	Acer	60050977
4	Photocopy Machine	Nos.	1	Toshiba	60011686
5	Desktop Computer	Nos.	1	Acer	60050978
6	Desktop Computer	Nos.	1	Wipro	6062261
7	Desktop Computer	Nos.	1	HCL	6061594
8	Printer- Laser jet 1000 series	Nos.	1	HP	
9	UPS - Iton 600	Nos.	1	Iton (Emerson)	
10	Printer - LQ-2090	Nos.	1	Epson	6062201
11	Printer- Laser jet P1505n	Nos.	1	HP	60050306 (Old No. 6062006)
12	Printer - Deskjet D1360	Nos.	1	HP	
13	Desktop Computer	Nos.	1	HCL	
14	Desktop Computer	Nos.	1	HCL	
15	Printer - Laser jet M2727nf	Nos.	1	HP	6062097
16	Printer - Laser	Nos.	1	Lexmark	60052314

Annexure – B

SL. NO.	DESCRIPTION	UOM	Qty	MAKE	ASSET NO.
1	1.5 T normal Highwall split AC	Nos.	1	Blue Star	60012416
2	1.5 T normal Highwall split	Nos.	1	Blue Star	60012417

	AC				
3	1.5 T normal Highwall split AC	Nos.	1	Blue Star	60012418
4	1.5 T normal Highwall split AC	Nos.	1	Blue Star	60012446
5	1.5 T normal Highwall split AC	Nos.	1	Blue Star	60012453
6	1.5 T normal Highwall split AC	Nos.	1	Blue Star	60012447
7	1.5 T normal Highwall split AC	Nos.	1	Blue Star	60012448
8	1.5 T normal Highwall split AC	Nos.	1	Blue Star	60012449
9	1.5 T normal Highwall split AC	Nos.	1	Blue Star	60012567
10	2 T normal Highwall split AC	Nos.	1	Voltas	60012714
11	2 T normal Highwall split AC	Nos.	1	Voltas	60012715
12	2 T normal Highwall split AC	Nos.	1	Voltas	60012716
13	2 T normal Highwall split AC	Nos.	1	Voltas	60012717
14	2 T normal Highwall split AC	Nos.	1	Voltas	60012718
15	2 T normal Highwall split AC	Nos.	1	Voltas	60012719
16	2 T normal Highwall split AC	Nos.	1	Voltas	60012720