

**NUMALIGARH REFINERY LIMITED
PO NRP COMPLEX
DISTRICT GOLAGHAT
ASSAM, 785699
INDIA**



**TENDER FOR
DISPOSAL OF SPENT CATALYST CONTAINING PLATINUM
FROM
NUMALIGARH REFINERY LIMITED**

TENDER REFERENCE : WH/DISPOSAL/12
E-TENDER NO : WH/DISPOSAL/12

DUE DATES FOR SUBMISSION:

EXPRESSION OF INTEREST: 24th March 2015- 15:00 hrs (IST)
SUBMISSION OF BID: 21st April 2015- 15:00 hrs (IST)

Contact Person :

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NUMALIGARH REFINERY LIMITED

TENDER REFERENCE : WH/DISPOSAL/12

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**NUMALIGARH REFINERY LIMITED
PO NRP COMPLEX
DISTRICT GOLAGHAT
ASSAM, 785699
INDIA**

**GLOBAL NOTICE INVITING TENDER
FOR DISPOSAL OF SPENT CATALYST CONTAINING PLATINUM**

Numaligarh Refinery Limited, intends to dispose off approx. 982Kgs (estimated quantity) of Spent Catalyst containing platinum (LD 412R) , from ISOM Unit of MSP. Interested bidders shall submit the “Intention to Bid documents” (hereinafter termed as Expression Of Interest- EOI) as per requirements of tender. Those who submit the “-intention to bid documents -EOI” as per requirements mentioned in the attached tender shall attend the sieving & sampling of the spent catalyst at Numaligarh Refinery, Numaligarh, Assam. Post Sampling and analysis, participating bidders shall submit their techno-Commercial bids (un priced bids) as well as priced bids, as per requirements mentioned in the attached tender.

Bids are to be downloaded and submitted in the online bidding platform on NRL’s etendering portal:

<http://eprocure.gov.in/eprocure/app>

The tender documents can also be downloaded (for reference purpose) from NRL’s website: www.nrl.co.in → **Tender Room**

DUE DATES FOR SUBMISSION:

EXPRESSION OF INTEREST: 24th March 2015- 15:00 hrs (IST)

SUBMISSION OF BID: 21st April 2015- 15:00 hrs (IST)

For any clarifications, please contact:

1. Mr Pankaj Kr Saikia
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2. Mr Jitumoni Sarmah
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Fax No. : 03776265514

Important: All updates, amendments, corrigenda, due date extensions etc, (if any) will be posted on the above websites as and when required. There will not be any publication of the same through newspapers or any other media.

TENDER PROGRAMME SCHEDULE

Last Date for submission of Expression of Interest :	24th March 2015- 15:00 hrs (IST)
Date & time of opening of Expression of Interest:	24th March 2015- 16:00 hrs (IST)
Date & time for sieving, sampling & packing, in the presence of participating bidders:	25th March 2015 10:30 Hrs IST, at Numaligarh Refinery, Numaligarh, Assam
Last Date for submission of Techno-commercial Bid (un-priced bid) and Priced bid through e- platform.	21st April 2015- 15:00 hrs (IST)
Date & time of opening of Techno-commercial bid (un-priced bid) on e-platform:	21st April 2015- 16:00 hrs (IST)
Date & time of opening of price bids on e-platform	Confirmed date & Time will be communicated to technically qualified bidders.

1 INSTRUCTION TO BIDDERS:

- 1.1 NRL intends to dispose off 982Kgs (estimated quantity) of spent catalyst containing Platinum (LD 412R) from ISOM Unit of MSP.
- 1.2 Actual quantity of spent catalyst and estimated platinum content therein will be ascertained after carrying out the sieving/ sampling as per procedure mentioned elsewhere in this tender document. For technical details of spent catalyst under disposal, please refer enclosed **Ann. - F**.
- 1.3 The disposal would be through competitive bidding. The party interested in bidding shall submit their bids in the prescribed format as mentioned elsewhere in the tender document. The bidder with highest evaluated price would be successful bidder.

Foreign bidders shall submit their offers either in USD or in EURO, which will be converted to Indian rupees, for the purpose of evaluation by NRL.

- 1.4 **Indian Bidders:-** Bidders should have valid license/ permission/ certificate issued by Central/State Pollution Control Board (CPCB/ SPCB)/ other statutory authorities for re-cycling/reprocessing/ handling this type of hazardous waste. The bidder should have capacity to process entire lot from NRL.
- 1.5 **Foreign Bidders:-** Bidders should have valid permission/ certificate/ license from appropriate statutory authorities in their country, for importing, re-cycling/ reprocessing/ handling this type of hazardous waste. The bidder should have capacity to process entire lot from NRL. Also, foreign bidders shall give an undertaking that they will comply with all formalities as required under the hazardous waste management /environment regulations of Government of India before lifting of materials.
- 1.6 Interested bidders are required to submit their Expression of Interest (in format Annexure K) along with sample deposit amount of **Rs. 10961.00 (Rupees Ten Thousand Nine hundred Sixty One only) for each Kg of requested sample** by Demand Draft/Pay Order (Cheque or Cash will not be acceptable) drawn on any Nationalised Indian Bank (**Preferably State Bank of India**) in favour of Numaligarh Refinery Limited payable at Numaligarh. Foreign Bidders, if interested, may submit the demand draft drawn on any foreign bank, approved by Reserve Bank of India (RBI) for an amount of **USD 177 (US Dollars One hundred seventy seven only)/ EURO 155 (EURO One hundred fifty five only) for each kg for requested sample .**

Sample deposit can be paid also through electronic funds transfer to NRL Bank Account proof of which may be enclosed with the Intention to Bid submitted to the above address: NRL Bank details are as under:

Bank details of Numaligarh Refinery Ltd. for payment through NEFT/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

The EOI alongwith sample deposit should be submitted in a sealed envelope by post /courier/ in person to :

The GM (Commercial & Legal)
Numaligarh Refinery Limited,
NRL Complex, Numaligarh, Dist: Golaghat, Assam, 785 699, India

so as to reach on or before 24th March 2015- 15:00 hrs (IST).

- 1.7 Bidders are required to sign a Confidentiality Agreement with the original catalyst supplier (M/s.Axens) as per the attached format, before lifting the material. As such, a duly filled up Confidentiality Agreement in the prescribed format, signed and stamped from bidders end need to be submitted along with Un-Priced Bid
- 1.8 Bidders, who have submitted their Expression of Interest, and sample deposit amount as mentioned above, shall participate in the sieving and sampling of the spent catalyst under disposal at Numaligarh Refinery. Bidders can witness the sieving, sampling and packing and also take samples of the spent Catalyst for the purpose of quoting. Sieving and sampling will be carried out as per detailed procedure mentioned in Annexure I. Sieving shall be done to separate out any other materials from the spent catalyst like metal parts , ceramic balls etc .
- 1.9 After checking of the sample drawn, the bidders are required to submit their bids in two parts i.e. Techno-Commercial (un-priced) bid and Price bid (in e-platform) on or before **21st April 2015 -- 15:00 Hrs IST**. This is the bid due date. Bids cannot be submitted in e-platform after the said bid due date.

Price bid opening date will be communicated to techno-commercially qualified bidders.

- 1.10 Bidders are expected to submit their bids accepting all the terms & conditions set forth in this tender document. Deviations, if any, shall be clearly mentioned in the format in Annexure J of this tender document. Deviation if mentioned anywhere else may not be considered. In case of no deviation, Annexure J may be submitted with NIL deviation.
- 1.11 **Earnest Money Deposit (EMD):**
 - 1.11.1 Interested bidders are required to submit their offer along with an **EMD of Rs. 2,50,000/-** (Rupees Two Lakhs Fifty Thousand only) by demand draft / Pay Order (Cheque or Cash will not be acceptable) drawn on any Nationalised Indian Bank (Preferably, State Bank of India) in favour of Numaligarh Refinery Limited payable at Numaligarh. Foreign Bidders may submit the EMD by Demand Draft drawn on any foreign bank, approved by Reserve Bank of India (RBI) for an amount of USD 4021 (US Dollars Four Thousand Twenty One only) or EURO 3534 (EURO Three Thousand Five Hundred Thirty Four only). Demand Draft to be submitted in a sealed envelope, by post/ courier/ in person to **The GM (Commercial & Legal), Numaligarh Refinery Limited, NRL Complex, Numaligarh, Dist: Golaghat, Assam, 785 699, India so as to reach on or before the bid due date.**
 - 1.11.2 **EMD can be paid also through electronic funds transfer to NRL Bank Account details of which are mentioned in relevant clauses above, on or before bid due date.**
 - 1.11.3 EMD will not carry any interest. NRL will encash all the EMD received and EMD of successful bidder (highest bidder) shall be returned after completion of upliftment. EMD of other unsuccessful bidders will be returned after release of sale order to the successful bidder.
 - 1.11.4 Bids without EMD will not be considered and will be rejected summarily.
- 1.12 **Techno- Commercial Bid**
 - 1.12.1 Techno- Commercial bid, i.e., Un-priced Bid shall have the following information/ details :
 - a. Proof of submission of EMD – Scanned copy of Demand Draft / Copy of Bank Transfer confirmation to be uploaded in E-procurement platform.
 - b. Acceptance –cum-Registration Form (**Annexure -L**) duly filled in
 - c. **For Indian Bidders:-** Duly attested copies of valid license/ permission/ certificates issued by Central/ State Pollution Control Board (CPCB/ SPCB)/ other statutory authorities for re-cycling/ reprocessing/ handling this type of hazardous waste.
 - d. **For Foreign Bidders:-** Duly certified Copies of valid permission/ certificate/ license from appropriate statutory authorities in their country, for importing, re-cycling/ reprocessing/ handling this type of hazardous waste. Foreign bidders shall give an undertaking that they will comply with all formalities as

required under the hazardous waste management /environment regulations of Government of India before lifting of materials.

- e. Any other relevant information.
- f. **Annexure C, D and E** (Instruction to Bidders, Special Terms & Conditions and General Terms & conditions) of this tender document, duly signed and stamped on all pages, as a token of acceptance of terms & conditions mentioned therein.
- g. **Annexure H** (Taxes and Duties payable extra as applicable) filled in
- h. Deviation Form in **Annexure J** duly filled and signed.
- i. Confidentiality Agreement with the original catalyst supplier (M/s.Axens), duly filled, signed and stamped.

1.12.2 Techno-commercial Bids (unpriced bids) consisting of the documents/ information as mentioned under clause 1.12.1 above is to be submitted by uploading through NRL's e-tendering portal:

<http://eprocure.gov.in/eprocure/app>

Tender documents should be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating, through the website <http://eprocure.gov.in/eprocure/app>. Bidders are advised to go through instructions provided as 'Instructions for online Bid Submission'.

Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <http://eprocure.gov.in/eprocure/app>

Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.

Both Technical bid and Financial bid are to be submitted concurrently, duly digitally signed in the web site <http://eprocure.gov.in/eprocure/app>.

Online Bids are received only on CPP Portal website <http://eprocure.gov.in/eprocure/app> on or before due date and time.

**For any assistance you may please contact our service provider personnels :
Rajib Srimany / Debojit Das ,Phone No 03776 – 265774, email :
z_tender@nrl.co.in, z_devojit@nrl.co.in**

1.12.3. PRICE BID SUBMISSION:- Following data shall be filled in our e-procurement portal:

- Currency
- Fixed Premium / Discount in quoted currency per Kg of spent Catalyst.

ANNEXURE – D

1. SPECIAL TERMS & CONDITIONS :

1.1. Price:

- 1.1.1. Your bid should be for the Basic price, for delivery ex-NRL, Numaligarh. Quote shall remain firm for 45 days after price bid opening date, for acceptance & placement of sale order by NRL.
- 1.1.2. Excise Duty, taxes and other Govt. Levies as applicable on the date of delivery shall be payable by the buyer, in addition to the basic sale price. Buyer will have to pay variations also if any, in applicable government levies, till complete up liftment and final settlement.
- 1.1.3. Platinum Price would be based on the ruling Platinum Price in London Platinum Palladium Market – LPPM (as defined in 1.1.5) plus premium/ discount as quoted by the bidder.

1.1.4. EVALUATION

Evaluation of Bids shall be done as under :

Bid submission Price = Spent Catalyst sale price per kg x Net Wt of Spent catalyst in Kgs

Where in:

Spent Catalyst sale price per Kg = (Pt1 Rate per Gram*3.57) +/- Fixed Premium or Discount, as the case may be, per Kg. of Spent Catalyst.

Pt1 = Average of LPPM Fix Platinum price per gram for the previous seven days ending one day prior to the price bid opening date. (Seven days shall mean consecutive seven days for which LPPM prices are available). LPPM Platinum price in USD per Troy Ounce (EURO/ Troy ounce for bidders choosing to quote in EURO) would be converted to rate per Gram using conversion factor of 1 Troy Ounce = 31.1035 grams. For comparative evaluation USD/ EURO would be converted to INR using USD-INR / EURO-INR exchange rate prevalent at the time of price bid opening, which would be considered as the rate published by SBI (TT selling rate), applicable for one day prior to Price bid opening date.

1.1.5. CALCULATION OF SALE PRICE OF SPENT CATALYST

Sale Order price = Spent Catalyst sale price per kg x Net Wt of Spent catalyst in Kgs

Where in:

Spent Catalyst sale price per Kg = (Pt2 Rate per Gram*3.57) +/- Fixed Premium or Discount, as the case may be, per Kg. of Spent Catalyst.

Pt2 = Average of LPPM Fix Platinum price per gram for the previous seven days ending one day prior to the Sale Order date (Seven days shall mean consecutive seven days for which LPPM prices are available). LPPM Platinum price in USD per Troy Ounce (EURO/ Troy ounce for bidders choosing to quote in EURO) would be converted to rate per Gram using conversion factor of 1 Troy Ounce = 31.1035 grams. For comparative evaluation, USD/EURO would be converted to INR using USD-INR /

EURO-INR exchange rate prevalent at the time of Sale Order, which would be considered as the rate published by SBI (TT selling rate), applicable for one day prior to Sale Order date.

NOTES :

1. For calculating Average of LPPM Platinum Price, the daily LPPM Platinum Fix Price as published in LPPM website (www.lppm.com) would be considered.
2. One day's price would be the average of AM and PM Fix prices published for that day; in case only AM or PM prices are published for a day, that published price would be taken as that days' price.
3. Price bid should be valid for placement of sale order within 45 days of price bid opening date.
4. In the case of Indian Bidders, Pt1 and Pt2 would be converted to Indian rupees by applying the USD-INR exchange rate published by State Bank of India (SBI- TT selling rate), for the relevant dates i.e., one day prior to Price bid opening date for evaluation and one day prior to Sale Order Date for issue of Sale order.
5. In the case of foreign bidders, who might have quoted in USD / EURO, rate would be converted in INR from the quoted currency using USD / EURO-INR exchange rate published by SBI- TT selling rate for the relevant dates, i.e., one day prior to Price bid opening date for evaluation and one day prior to Sale Order Date for issue of Sale order.
6. Bidder with the highest Total Bid Submission Price as calculated above would be the successful bidder.
7. Taxes and Duties should be extra as applicable

1.1.6. Payment Terms & Material Lifting Time:

1.1.6.1. NRL will issue a Sale Order to the successful Bidder and bidder shall make full payment including taxes & duties (extra as applicable), for the total quantity, in advance, before upliftment of the material. **Payment shall be made within 15 days after issue of Sale Order.** Payment to be made by demand draft OR electronic transfer. Cash/ Cheque will not be accepted.

1.1.6.2. Material Lifting Time for Indian Bidders:-

Material shall be lifted out of our Refinery premises within 7 days of effecting payment.

1.1.6.3. Material Lifting Time for Foreign Bidders:-

Immediately on receipt of intimation, bidder shall initiate actions for obtaining clearances from concerned authorities in India. All clearances/ formalities in this regard are to be completed within 60 days of issue of sale order. Necessary coordination with various authorities is in the scope of successful bidder(s). NRL will provide/ sign necessary documents to facilitate export of the lot as per rules. However, it may be noted that NRL will not be responsible for non-compliance/ completion of any such formalities and consequences, if any, thereof. Material shall be lifted out of our Refinery premises within 60 days of effecting payment.

1.1.7. Bidder shall pay the full sale order value(including taxes & duties applicable as extra) within 15 days after issue of Sale Order failing which action as under will be taken without any recourse:

- a) Buyer's EMD will stand forfeited.

- b) The Sale letter will be treated as cancelled and NRL shall have right to dispose off the materials. No claim whatsoever from the buyer shall be entertained, in such a case.
- c) The buyer shall be black listed and debarred from participation in our future disposal processes.

Note : 1) EMD payment will not be adjusted against the Sale value. EMD of successful bidder will be returned only after the completion of the disposal activity & submission of No Claim Certificate.

- 1.1.8. Buyer will not have choice to select the materials, and has to uplift the materials from Numaligarh Refinery, Numaligarh, Assam, India within 7 days (Indian bidders) / 60 days (Foreign bidders) of making full payment, failing which NRL is at liberty to dispose off the un-lifted material any time after the 7 or 60 days (Indian or Foreign, as the case may be) are over. In addition, 100% payment and the EMD collected from the buyer will stand forfeited.
- 1.1.9. For both the successful bidder and the unsuccessful bidders, Sample Deposit amount deposited by them would be adjusted against the sample issued to them. Minimum Quantity of sample is 1 Kg and increments of 1 Kg, with a maximum of 4 Kgs. Sample Deposit amount will not carry any interest.

1.1.10. Used Catalyst Management:

- 1.1.10.1. Bidder will take suitable steps for arranging spent catalyst utilisation at his works which may include necessary processing, metal removal & residual catalyst disposal in accordance with environmental norms.

1.1.10.2. Legislation :

All the applicable rules and regulations stipulated by Ministry of Environment and Forests (MOE&F) under Govt. of India, Central and State (Assam) Pollution control boards and any statutory bodies must be complied by the Bidder.

1.1.10.3. Clearances to be obtained by bidder

NRL will make the spent catalyst available at our Numaligarh Refinery in Assam, in sealed good quality drums. Bidders shall arrange for export of the consignment to their locations situated outside India.

The responsibility of getting the necessary approvals/ documentation for Road/Sea Transport (as applicable) of used catalyst within and outside India rests with the bidder. It shall be solely bidder's responsibility for arranging the necessary documentation such as Ministry of Environment and Forests (MOE&F) clearance/No Objection Certificate (NOC) from Central or State Pollution Control Boards and any other approvals from other applicable Statutory Authorities for transportation of used catalyst within and outside India. Approvals/ applications required for Customs Clearance/ other statutory bodies, wherever required shall also be obtained by bidders.

Material is sold on "AS IS WHERE IS BASIS, CLEAN SWEEP BASIS AND NO COMPLAINT BASIS". All expenses in getting clearances from the authorities Government of India, State Governments of Assam/ Governments in the bidders' country of origin shall be borne by bidder. All the legal and other formalities including Hazardous Wastes (Management, Handling and Trans boundary Movement) Rules 2008 of Ministry of Environment and Forests, Government of India for transportation shall be arranged for and complied by the

bidder. All expenses such as freight, incidental charges, transit insurance, taxes etc., are also to be borne by bidder.

1.1.10.4. Documentation for Transportation:

The responsibility of getting the necessary approvals/ documentation for Road/Sea Transport (as applicable) of used catalyst within and outside India rests with the bidder. It shall be solely bidder's responsibility for arranging the necessary documentation such as MOE&F clearance/ NOC from CPCB/ MPCB and any other approvals from other applicable Statutory Authorities for transportation of used catalyst within and outside India. This includes the approvals/applications required for Customs Clearance / other statutory bodies as well, wherever required.

1.1.10.5. The successful Bidder shall issue a Certificate of Release of Responsibility to NRL after the spent catalyst is shifted outside the premises of Numaligarh Refinery. The responsibility for handling the spent catalyst outside the premises of NRL shall lie solely with the successful Bidder.

ANNEXURE - E

1. **GENERAL TERMS & CONDITIONS :**

- 1.1. The terms Buyer(s)/ Contractor(s) appearing anywhere in this tender document refers to the successful bidder on whom sale order is placed by NRL for the subject material.
- 1.2. Sale is on **"AS IS WHERE IS BASIS, CLEAN SWEEP BASIS AND NO COMPLAINT BASIS"**. No complaint regarding quality, quantity, or composition of the material will be entertained.
- 1.3. The quantity indicated in this tender is only an approximate estimated quantity. No additional / extra claims on account of variation in quantity will be entertained.

- 1.4. The Bidders cannot retract from their offers. If done so, the EMD will be forfeited & buyer will be debarred from participating in our future tenders. Any taxes, duties, etc. payable by the successful Bidder outside India shall have to be borne by the successful Bidder only.
- 1.5. NRL reserves the right to withdraw wholly or partially any or all the items set for sale at any time during the period of contract without assigning any reasons.
- 1.6. Rights of participation will be for bidders, who, pre-qualify themselves by paying the EMD and whom NRL has not previously blacklisted. Final decision regarding participation of the bidder will be with NRL.
- 1.7. Sale confirmation, Sale Order, Invoices, Delivery Challans, etc. will be released only in the name of the Company that has initially registered and participated in the tender. There will not be any changes between the registration and completion of transaction.
- 1.8. Successful bidder should make all arrangements for further packing, if required, for uplifting and transportation. In case of foreign bidders all necessary export arrangements and formalities have to be arranged by the bidder.
- 1.9. The Buyer shall arrange for all tools and tackles, forklifts or hoists or cranes and/ or **labour** at their own expenses. While inspecting of material and at the time of lifting of material, ALL SAFETY RULES OF THE COMPANY HAVE TO BE FOLLOWED STRICTLY. The buyer also confirms to have read all the general rules as laid by NRL, with regard to employment of labour for the removal of scrap material.
- 1.10. While taking delivery of the material, if any damage is done to the premises or other machinery lying nearby, the Company shall recover all such costs required to rectify the damage and bring the material back into the original position and stop delivery of the material till all the costs are paid.
- 1.11. The decision of NRL is final and binding in all matters related to this sale.
- 1.12. Material lifting shall be as per the guidelines of NRL only. Buyer shall have no rights to choose / pick the material from the total lot.
- 1.13. Partial lifting shall result in forfeiture of EMD and Sale Value paid in advance. The lifting should be completed within due time frame agreed. Failure to abide by the agreed terms and conditions of the tender shall result into forfeiture of EMD and NRL will be at their liberty to sell the subject lot to any third party at the Risk and Cost of the Buyer.
- 1.14. No advantage shall be taken either by the company of the bidder who has been awarded the contract/sale order (herein after referred to as the "Contractor") of any clerical error or mistake, which may occur in the specification, schedule of rates, plans tender or any other papers supplied to or by the contractor in connection with the work.

1.15. Inspection of Site :

The bidder would be given an opportunity before or at the time of sieving and sampling for making an inspection of the site to set at rest any doubts he may have had about the difficulties attending his offer.

- 1.16. Once the sale order is issued, permission to the successful Bidder to inspect the material under disposal again prior to upliftment shall not be granted to the successful Bidder unless the payment as

per Sale order Terms & conditions is paid by the successful Bidder.

1.17. Subletting Agreement :

The contractor shall not sublet or assign the work or any part thereof to another party without the written consent of the company first obtained and no such subletting or assignment shall relieve the contractor from the full and entire responsibility of his obligation under this Agreement.

1.18. Removal of Materials:

- 1.18.1. It will be the responsibility of successful buyer to weigh the empty truck /Drums/polythene Bags at the weighbridge of NRL and produce the necessary weigh certificate so that the weight of the empty truck/Drums/polythene bags will be deducted from the weight of the fully loaded truck.
- 1.18.2. In order to facilitate the Company to complete the transaction before 3.30 P.M. The goods should be collected before 3.00 P.M. on any working day with prior appointment with the concerned Department within the stipulated delivery days.
- 1.18.3. Material must be removed by the buyer before stipulated time. Once the goods /materials are taken out of the factory gate, buyer will be solely responsible for all sort of claims like shortage, missing parts, damage, incident, accident, loss of material etc.
- 1.18.4. Once uplifted material left NRL gate, NRL should be indemnified with all kinds of external effect, whatsoever may be.
- 1.18.5. Should the original buyer wish to take delivery of the material through a representative, he must authorize the latter by a letter of authority or continuing authority, which shall be presented to the officer concerned. The officer concerned may in his entire discretion, decline to act on any such authority and it shall be for the buyer to satisfy the officer concerned that the authority is genuine. Delivery to such person shall be sole responsibility of the buyer and no claim shall lie against the Company on any account whatsoever, if delivery is offered to a wrong person.
- 1.18.6. All workmen employed by the buyer has to use personal protective equipments like masks, hand gloves, safety shoes, & helmets etc., while loading and unloading of the material. Buyer has to make arrangement for these equipments before entering the Refinery.
- 1.18.7. Workers entering the Refinery premises for uplifting the material will be required to fill up personal particular form and complete other formalities as directed by the office of the Asst. Commandant, CISF and/or any other concerned Govt. authorities.
- 1.18.8. Quantity is subject to the availability of material and NRL's ability to sell the same. The material will be allotted to the buyer for uplifting strictly on "AS IS WHERE IS BASIS, CLEAN SWEEP BASIS AND NO COMPLAINT BASIS". It is to be stated that the quantity mentioned above is only indicative and there is no commitment whatsoever by us. NRL does not and cannot guarantee any specific quality of the material available for sale. The material is to be lifted from site strictly on "AS IS WHERE IS BASIS, CLEAN SWEEP BASIS AND NO COMPLAINT BASIS" in its entirety irrespective of the quantity allotted.
- 1.18.9. Only representative of the buyer authorized by the Company will be allowed for the loading / handling of the material. However if the need arises for additional person, the same may be allowed only at the discretion of the NRL Management.

- 1.18.10. NRL will in no way be responsible for any accident, damage or injury to the contract's workman or equipment while on site / premises. No claims for damages occurred due to accidents at the time of inspection or at the time of Material lifting for men as well as Machineries will be entertained.
- 1.18.11. Delivery of the material to be taken within the period given in our sale letter. Roaming in the premises of the company, without permission, is strictly prohibited.
- 1.18.12. NRL will allow only successful bidder to uplift the materials from the refinery premises. No delivery would be effected by the Company to any person other than the Buyer whose name is mentioned in the delivery order. Under any circumstances, NRL will not permit the successful bidder to negotiate or sell the materials in any lot or part of a lot to any other party while the goods are still lying within the premises of the Company from inside the refinery premises.
- 1.18.13. The following also to be taken note of in this connection :
- a) Lift & load all materials on trailer / truck using your own lifting equipments, cranes and tools & tackles. All cranes, lifting equipment tools & tackles shall have latest load testing certificates.
 - b) Clear the areas of all debris and waste materials on day-to-day basis and after completion of all works.
 - c) No segregation of material will be allowed inside the refinery. Buyer shall lift the material on "as is where is" condition.
 - d) All scrap and associated material / debris shall be taken out by the buyer outside the Refinery without giving rise to any complaints from municipal and other local authorities. Buyer shall keep NRL indemnified from and against any such complaints.
 - e) Delivery Location : Numaligarh Refinery Ltd , Numaligarh, Assam, 785699, India
 - f) Loading/Unloading, Transportation shall be in the scope of the buyer.

1.19. Termination of Contract:

The Company reserves the right to terminate the contract at any time by giving three days notice on any of the following grounds:

- a. Unsatisfactory execution or performance of the contract by the Buyer.
- b. Improper behavior of the Buyer or breach of the terms and conditions of the contract.
- c. Delay in more than 15 days in picking up of the deliveries of the material, after the sale order has been accepted.
- d. Misbehavior with any of the staff of NRL.
- e. Picking up any materials, which is not sold to them and found in their truck or Vehicle.

1.20. Workmen's Compensation Liability

The contractor shall hold NRL harmless and indemnified from and against all Claims, costs and charges for which the company shall be liable under the Workman's Compensation Act, 1923 and any amendments thereof and the expenses to which it shall put there under, both in respect of personal injuries (within the meaning of the said Act) to be employees and servants of the Contractor or Sub-Contractors, (if any), out of or occasioned during the currency of contractor, sub-contractors and/or the company and/or their respective servants and employees and also respect of the personal injuries (within the meaning of the said Act) to the servants and employees of the company arising out of, or occasioned through the acts and omissions whether due to negligence or not of the contractor, sub-contractor and or their servants and employees in carrying out any of the provisions of this agreement. This indemnity shall be in addition to and not in lieu of any indemnity to which the company shall be entitled in law. The Contractor shall at his own expense effect and maintain, until

the completion of the work, with an approved office a Policy of Insurance in the joint names of the company and the contractor against such risks and deposit such Policy or policies with the company from the time to time during the currency of this agreement. The contractor shall be responsible for anything not included in the Insurance Policies above referred to also for all other damage to person or property, arising out of or incidental to the negligent or defective carrying out of this agreement and shall keep the company harmless and indemnified.

1.21. Safety Regulation:

The contractor shall ensure that he, his sub- contractor and his, or their personnel or representative shall comply with all safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or damage to any property occur as result of failure to comply with such regulations the Contractor shall be held responsible for the consequences thereof shall keep the Company harmless and indemnified.

1.22. Jurisdiction

This agreement shall be deemed to have been made in Numaligarh, Golaghat, Assam, India and shall be construed according to the laws of India and the performance by the contractor of any contract on his part therein contained shall be considered due in Numaligarh, Golaghat, Assam, India for the purpose of jurisdiction

1.23. Arbitration :

Arbitration Clause for PSEs/ Govt. Deptt (except a dispute or difference concerning the Railways, Income-Tax, Custom and Excise Duties)

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either for Arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in -charge of the Department of Public Enterprises. The arbitration and Conciliation Act,1996 shall not be applicable to Arbitration under this clause. The award of the arbitration shall be binding upon the parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justices, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Arbitration Clause for others:

a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the COMPANY against the Contractor or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to his agreement shall be referred to the sole Arbitration of the Managing Director of the COMPANY or of some officer of the COMPANY who may be nominated by the Managing Director. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the COMPANY or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the COMPANY he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Managing Director as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Managing Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation or office as an

Officer of the COMPANY if the Managing Director does not designate another person to act as arbitrator on such transfer, vacation of Office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Managing Director or a person nominated by such Managing Director of the COMPANY as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof any the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

b) The award shall be made in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as to sole Arbitrator shall by a writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make and publish the award within the period referred to hereinabove and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.

c) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and / or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration Act, 1940 including admission of any affidavit as evidence concerning the matters in difference i.e. dispute before him.

d) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Managing Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising there from has been referred to him originally and deemed to form part of the reference made by the Managing Director.

e) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him and to act by the opinion so taken.

f) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.

g) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.

h) The parties hereby agree that the courts in the town of Golaghat, Assam, India alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the town of Golaghat, Assam, India only.

ANNEXURE F**TECHNICAL DETAILS OF SPENT CATALYST**

Spent Catalyst from ISOM Unit of MSP of Numaligarh Refiney (LD 412R)		
Sl. No.	Catalyst type	Alumina impregnated with Platinum
1	Approx. quantity of spent catalyst including support balls/ inert materials before sieving	982 Kgs.
2	Platinum content as per fresh catalyst	0.357 wt %

(*) Quantity mentioned is approximate. Exact Quantity of Platinum based Catalyst will be ascertained after sieving/ sampling.

FORMAT FOR PRICED BID

Currency : _____			
Sl. No.	Description of the Material for Disposal	Fixed premium / Discount	
		Indicate Plus (+) or Minus (-) as the case may be	Fixed Premium / Discount in quoted currency per Kg of Spent Catalyst
10.00	Spent catalyst (LD 412R) Containing Platinum from ISOM Unit of MSP	Bidder to Quote	Bidder to Quote

Note:- This price format have to be filled online on the portal (<http://eprocure.gov.in/eprocure/app>)

Taxes and Duties Payable Extra as Applicable

1. Excise Duty @ 12.36% of Basic Price
2. Sales Tax (For Intra State Sale, VAT will be applicable. For Inter State Sale, CST will be applicable.
3. VAT Extra @ 14.5 % of (Basic Price + Excise Duty)
4. CST Extra @ 2 % of (Basic Price + Excise Duty) with C Form and 14.5 % of (Basic Price + Excise Duty) without C form (**Bidder to Mention whether C Form shall be provided**): _____
5. TCS @ 1 % of (Basic Price + Excise Duty+CST/VAT)
6. Any other Taxes & duties (**Bidder to Mention**): _____

ANNEXURE- I

SAMPLING PROCEDURE FOR SPENT CATALYST

The sampling shall be carried out in the presence of representatives of NRL, and participating bidders. The detailed sampling procedure which will be adopted for sampling purpose is listed below.

1. Tare weight of each empty drum/polythene bag shall be recorded prior to its filling with spent catalyst.
2. Each drum containing spent catalyst shall be numbered for identification.
3. Gross weight of each drum/polythene bag, containing spent catalyst, shall be recorded.
4. Contents of each drum shall be sieved to separate out any other materials from the spent catalyst like metal parts , ceramic balls etc .
5. With the method of coning and quartering samples shall be collected in one Kg bottles. The no. of 1 Kg sample will be determined by the request for sample by the participating bidder.
6. The sieved spent catalyst shall be transferred to respective drums and its weight will be recorded.
7. Minimum 1 Kg and Maximum of 4 kg of samples will be distributed to each participating bidder, for carrying out platinum recovery for bidding purpose.

NOTES:

1. After collection of sieved spent catalyst in drums or sample containers, the weight for each drum/ container, will be recorded and attested by NRL and participating bidders.
2. Drums will be sealed thereafter.
3. All the samples collected shall be jointly sealed by NRL and the participating bidders.
4. **NRL shall consider the platinum content in the spent catalyst to be 0.357 wt % and shall not entertain any dispute nor any deviation in this regard. Scope for Fixed Premium / Discount in quoted currency per Kg of Spent Catalyst is given in priced-bid for the bidder to compensate any deviation in this regard, recovery cost etc.**

DEVIATION FORMAT :**TENDER REFERENCE : WH/DISPOSAL/12****E-TENDER NO : WH/DISPOSAL/12**

Sl.No. / Annexure	Reference Clause of Tender Document	Deviation

***Signature of Authorised Signatory
with Name & designation and Co. Seal.***

EXPRESSION OF INTEREST (to be submitted in bidder's letter head)

Bidder's Ref. No :

Date :

To,
 The General Manager (Commercial & Legal)
 Numaligarh Refinery Limited
 NRL Complex, Numaligarh, Dist: Golaghat, Assam, 785 699, India

Dear Sir,

This has reference to the newspaper advertisement in dated..... and the Tender details provided on your website for disposal of Platinum based spent catalyst of your NRL Refinery. (TENDER REFERENCE : WH/DISPOSAL/12; E-TENDER NO : WH/DISPOSAL/12)

We are interested in participating in the said disposal process on the terms stated in the Tender document.

****Enclosed please find DD/ Pay Order bearing number for an amount of Rs. _____ drawn in favour of Numaligarh Refinery Limited , payable at Numaligarh, Assam, India for _____ Kg of Sample.**

****I/We confirm having deposited an amount of Rs. _____ only through electronic funds transfer from _____(Bank Name & Branch) – reference no. _____ dt. _____ for _____ Kg of Sample.**

****Strike out whichever is not applicable. Foreign bidders to mention amount in foreign currency instead of amount in rupees.**

Name of Bidder:

Address and contact details of bidder :

Excise Registration No : _____

VAT No. _____ ; Income Tax PAN : _____

TIN No. _____

Thanking You,

**Signature of Authorised Signatory
 with Name & designation and Co. Seal.**

Format of Acceptance – cum - Registration form (to be submitted in the bidder's Letter Head)

Bidder's Ref. No :

Date :

To:

The General Manager (Commercial & Legal)

Numaligarh Refinery Limited

NRL Complex, Numaligarh, Dist: Golaghat, Assam, 785 699, India

Dear Sir,

Sub : Tender No: . TENDER REFERENCE : WH/DISPOSAL/12; E-TENDER NO : WH/DISPOSAL/12

issued by GM(Commercial & Legal) for disposal of spent catalyst containing Platinum

I/We confirm having gone through the terms and conditions and agree to take part in the subject at Numaligarh Refinery on "AS IS WHERE IS BASIS", "CLEAN SWEEP BASIS " and "NO COMPLAINT BASIS".

Having inspected the material and satisfied with the condition and type of the same, I/we also understand that I/we am/are legally bound to purchase the material at the Price at which I/we place the bid.

Name of the Company _____

Contact Person(s) _____

Designation _____

Address _____

Phone/ Fax No. _____ Mobile No. _____

E Mail _____

Central Excise Registration No: _____

Income Tax PAN No. _____

VAT No. _____

TIN No. _____

I understand that in the event of any of the above information being found in-correct/ in-complete, the Participation shall be liable for cancellation by NRL at any time and I/we shall not be entitled to any claim for Refund arising from the same.

I /We hereby confirm having paid the required EMD, the details of which are furnished hereunder:

DD/PO NO. _____ dated _____ issued by _____

(Bank Name & Branch) for _____ (Amount).

Electronic Funds Transfer Ref.no. _____ dt. _____ from
_____ (Bank Name & Branch) for _____ (Amount).

***Signature of Authorised Signatory
with Name & designation and Co. Seal.***
