

**BUSINESS RULE DOCUMENT FOR DISPOSAL OF OILY SLUDGE BY NUMALIGARH
REFINERY LIMITED**

Summary of Schedules of Activities :

Date of Auction : 28-09-2016 (from 11:00 AM to 1:00 PM)

Date & Time of Inspection : From 19.09.2016 to 23.09.2016 (Time : 9:00 AM to 4:00 PM)

Last date to receive Registration and EMD for participation : 27.09.2016 upto 3:00 PM

Last date to receive Process Compliance Form (Annexure II) : 27.09.2016 upto 4:00PM

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 (700 MT as in Annexure - I) within 90 days time, from the issue of Delivery Order.

As the contract is valid for two year, the successful bidder shall be periodically intimated for lifting of the material on generation of sufficient quantity. Party shall make payment against this intimated quantity before lifting. Lifting period: within 30 days from Delivery Order.

EMD : Nil

Validity of Rate and Contract :

The Rate and Contract shall be valid for a period of two year

Special requirement :

Bidders should have valid licence/permission/certificate issued by Central/State Pollution control board(CPCB/SPCB)/other statutory authorities for re-cycling/re-processing/handling these types of hazardous waste. Bidder should have capacity to process the entire lot from NRL.

Submission of :

a) Declaration by successful bidder for carrying out obligations as per terms & conditions prescribed in the e-auction : To be submitted to auctioneer (ETL) immediately after receipt of Sale Intimation Letter (**Annexure III**)

**BUSINESS RULE DOCUMENT FOR DISPOSAL OF OILY SLUDGE BY NUMALIGARH
REFINERY LIMITED**

SELLER'S NAME	Numaligrah Refinery Limited Numaligarh Refinery Project Dist.: Golaghat, Assam, India PIN- 785699
AUCTION TO BE CONDUCTED BY	M/s e-Procurement Technologies Ltd (Abcprocure) A- 201/208, Wall Street-II, Opp. Orient Club, Near Gujarat College, Ellis Bridge , Ahmedabad – 380 006 , Gujarat , India Ph No: +91 79-40016886/867/852/814/839 Fax No: +91 79-40016876 E-mail: support@abcprocure.com Web site: www.abcprocure.com
DATE & TIME OF AUCTION	Auction Date : 28.09.2016 Online Forward Auction Time : 11:00 AM to 1 PM (Auto Extension as Applicable) Auction website : https://nrl.procuretiger.com
DATE & TIME OF INSPECTION	From 19.09.2016 to 23.09.2016 (Time : 9:00 AM to 4:00 PM)

CONTACT PERSON FOR INSPECTION	1. Mr Pankaj Kr Saikia Email : pankaj.saikia@nrl.co.in Intercom:3636 Phone : 03776265562 Mobile :9435054259 Fax No. : 03776265514 2. Mr Deep Gogoi. e-mail: deep.gogoi@nrl.co.in Intercom:3641 Fax No. : 03776265514 3. Jitumoni Saloi Email : Jitumoni.saloi@nrl.co.in Intercom:3185 mobile : 9435152445
Last date to receive Registration and EMD for participation	Last date : 27.09.2016 upto 3:00 PM Through NEFT/ RTGS in favour of E-Procurement Technologies Limited, Payable At Ahmedabad <u>Escrow a/c details</u> Name of the A/c: ETL BIDDERS SECURITY DEPOSIT AC FOR NRL Bank Name: ICICI Bank Ltd A/c no: 008905008456 Branch name: Bistupur Address: ICICI Bank Ltd, Natraj Mansion,Bistupur, Jamshedpur,Jharkhand-PIN : 831001 IFSC Code : ICIC0000089
Last date to receive “Process Compliance Form”	Last date : 27.09.2016 up to 4:00 PM
DOCUMENTS ATTACHED	1) Business rules for finalization of the Procurement 2) Terms & conditions of forward auction 3) Conditions of e-Auction sale. 4) Details of DISPOSAL OILY SLUDGE BY NUMALIGARH REFINERY LIMITED (Annexure I) 5) Process Compliance Form (Annexure II) 6) Declaration by successful bidder for carrying out obligations as per terms & conditions prescribed in the e-Auction (Annexure III) 7) Contact Information

Location of Material	Numaligarh Refinery Limited Numaligarh, Assam
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Business Rule for finalization of the procurement

NRL shall finalize the sale of DISPOSAL OF OILY SLUDGE BY NUMALIGARH REFINERY LIMITED as per this Tender through forward auction mode. NRL has made arrangement with M/s. E-Procurement Technologies Ltd, Ahmedabad, (ETL) who is NRL's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance of the same:

1. Computerized Forward auction shall be conducted by M/s ETL on behalf of NRL on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their internet connectivity due to any reason whatsoever it may be, it is the bidders' responsibility. It is to be noted that neither NRL nor ETL shall be responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the forward auction successfully. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
2. ETL shall arrange to train your nominated person(s), without any cost to you. They shall also explain to you, all the Rules related to the Forward Auction, Business Rule, Terms & Conditions of Forward Auction, conditions of e-Auction sale etc.
3. Materials for BID : DISPOSAL OF OILY SLUDGE is as per the specifications given in the tender.
4. **BIDDING CURRENCY & UNIT OF MEASUREMENT:** Bidding will be conducted in Indian Rupees (INR). Unit of Measurement (UoM) is mentioned in **Annexure – I**
5. **Auction Start Price, Bid Increment:** Mentioned in **Annexure I**
6. **BID PRICE:** The bidder has to quote the Basic Price (Per MT) excluding taxes and Duties. Taxes and Duties shall be extra as applicable.
7. The Technical & Commercial terms are as per this tender document for DISPOSAL OF OILY SLUDGE BY NUMALIGARH REFINERY LIMITED.
8. **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.
9. **The Rate and Contract shall be valid for a period of two year .**

The contract shall be valid for a period of two years. However, the successful bidder needs to initiate and complete lifting and moving of the materials (700 MT as listed in Annexure - I) within 90 days time, from the issue of Delivery Order.

The expected quantity to be generated within the next two years is given in Annexure – IA (Tentative). The successful bidder shall lift these expected material at his quoted (bid price) price per MT within the contract period of two years as per the delivery schedule mentioned in the conditions of E-Auction sale.

10. **For technical acceptance, Bidders should have valid licence/permission/certificate issued by Central/State Pollution control board(CPCB/SPCB)/other statutory authorities for re-cycling/re-processing/handling these types of hazardous waste. Bidder should have capacity to process the entire lot from NRL. Copy of the same has to be furnished to M/s ETL during registration. Successful bidder shall send one copy of the same to NRL before issue of Sale Intimation Letter.**

11. **Procedure of Forward Auctioning**

Online English Forward (no ties) Auction {Forward Auction}:

The start price for DISPOSAL OF OILY SLUDGE BY NUMALIGARH REFINERY LIMITED in the online forward auction shall be displayed during the auction and shall be open to all the participating bidders. Bidders can start bidding on or above the start price, in the online forward auction. The subsequent bids that comes in to outbid the H1 rate will have to be higher than the H1 rate by minimum one increment value .

English Forward (no ties) shall be conducted between **11:00 AM to 1:00 PM on 28.09.2016**. If a bidder places a Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes for all the items.

In case, there is no Bid in the last 5 minutes of closing of Auction, the Auction shall get closed automatically without any extension.

Auto Bid:

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

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

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

amount offered by the bidder, will the bidder get the option to manually bid for the same.

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

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

12. During English Forward (no ties), auction if no bid is received within the specified time, NRL, at its discretion, may decide to revise start price / scrap the forward auction process or even extend the bidding time.
13. **Your bid will be taken as an offer to purchase.** Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to purchase as mentioned above at your final bid price. Should you back out and not purchase as per the rates quoted, NRL and/or ETL shall take action for forfeiture of EMD and putting you in the holiday list of NRL for a period of one year.
14. You will be able to view the following on your screen along with the necessary fields during English Forward (No ties) Auction.
 - Highest Bid in the Auction
 - Bid placed by you
 - Opening Price and Increment Value
 - Your Rank in the auction
15. At the end of the Forward Auction, NRL will decide upon the winner. Winner shall be on the basis of the bidder quoting the highest price against the item (subject to technical acceptance). If two or more bidders bid for the same H1 price against the item, then job shall be equally distributed among these bidders. NRL's decision on award of Contract shall be final and binding on all the Bidders.
16. NRL shall be at liberty to cancel the forward auction process **at any time**, without assigning any reason.
17. NRL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
18. Other terms and conditions shall be as per this tender document for DISPOSAL OF OILY SLUDGE BY NUMALIGARH REFINERY LIMITED
19. You are required to submit your acceptance of the terms / conditions / modality given above before participating in the forward auction **(Annexure II)**

Terms & Conditions of Forward Auction

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by e-Procurement Technologies Ltd. The Bidders are requested to change the Password and edit the information and check the company details in the Registration Page after the receipt of initial Password from e-Procurement Technologies Ltd., Ahmedabad. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder. E-Procurement Technologies Ltd. and NRL are not responsible for the same.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the contract. Bids once made by the bidder cannot be cancelled or withdrawn. The bidder is bound to execute the contract at the final price that they have bid. Should any bidder back out and not execute the contract as per the rates quoted, NRL and/or ETL shall take action for forfeiture of EMD and putting the bidder in the holiday list of NRL for a period of one year.
3. **HIGHEST BID OF A BIDDER:** In case the bidder submits more than one bid, the highest bid will be considered as the bidder's final offer to execute the contract.
4. **AUCTION TYPE:** English Forward (no ties) Auction { Forward Auction }.
5. **DURATION OF AUCTION:** The auction will be conducted between **11:00AM to 1:00 PM on Dt. 28.09.2016**. In case there is any acceptable bid quoted by any bidder within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes for all the items. Such extension will be allowed to continue till no quote is placed within 5 minutes of the last quote. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
6. **AUCTION START PRICE, BID INCREMENT:** **Mentioned in Annexure - I.** The Minimum Bid increment shall be available to the Bidders at the start of the Auction. The bidders can view the same by clicking on the item details at the start of the Auction. The bidder can bid higher than the highest Bid in the Auction by minimum one increment. Also, please note that the start price for DISPOSAL OF OILY SLUDGE BY NUMALIGARH REFINERY LIMITED in the online forward auction shall be displayed during the auction and shall be open to all the participating bidders. Bidders can start bidding on or above the start price, in the online forward auction. The subsequent bids that comes in to outbid the H1 rate will have to be higher than the H1 rate by minimum one increment value
7. **AUCTION WINNER:** At the end of the Forward Auction, NRL will decide upon the winner. Winner shall be on the basis of the bidder quoting the highest price against the item (subject to technical acceptance). If two or more bidders bid for the same H1 price against the item, then the job shall be equally distributed among these bidders. NRL's decision on award of Contract shall be final and binding on all the Bidders.
8. **OTHER TERMS & CONDITIONS:**
 - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other bidders.

- The Bidder shall not divulge either his Bids or any other exclusive details of NRL to any other party.
- NRL's decision on award of Contract shall be final and binding on all the Bidders.
- NRL along with ETL can decide to extend, reschedule or cancel the auction. The management of NRL does not bind itself to accept the Highest bid, and reserves the right to reject any or all the offers received without assigning any reason thereof.

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.

- NRL and/or ETL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- NRL and/or ETL is not responsible for any damages, including damages that result from, but are not limited to negligence. ETL will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- Parties / bidders who are in the holiday list of NRL on the date of auction are not eligible to participate in the bidding process.

N.B. : - All the Bidders are required to submit the Process Compliance Form (**Annexure- II**) duly signed to M/s e-Procurement Technologies Ltd, Ahmedabad on or before **27.09.2016 upto 4:00 PM.**

- All the bidders are requested to ensure that they have a valid Digital Certificate well in advance to participate in the forward auction. Under no circumstances shall the bidder(s) be allowed to participate in the forward auction without Digital Certificate.

CONDITIONS OF E-AUCTION SALE

1. The materials as per the list declared on the Auctioneer's i.e. M/s e-Procurement Technologies Ltd. (ETL) website shall be disposed off by way of e-auction through the Auctioneer's website.
2. The prospective bidders may inspect the materials (and documents) offered for e-auction 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 the catalogue (& also in **Annexure I**) is approximate and no warranty or guarantee shall be implied. Materials shall be sold on **"AS IS WHERE IS", "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 e-auction sale 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 the catalogue/ list published on the Auctioneer's website shall not form a cause to the bidder to complain or to avoid completed sale or bid. 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.
3. For participation in the e-auction, the prospective bidders shall register themselves in the Auctioneer's website. The bidders shall pay the 'Earnest Money Deposit (EMD)' for the lot which they intend to bid to the Auctioneer prior to the e-auction on or before the specified date and time as per the tender. The amount of EMD (**as per Annexure I**) shall be through NEFT/RTGS in favour of ETL.
4. On completion of e-auction proceedings & after receipt of e-auction statement from the Auctioneer, the NRL auction committee shall take decision **in respect of acceptance or rejection of bids** within a reasonable period. Such decision shall be binding on the bidders as well as the Auctioneer. NRL shall not be bound to assign any reason for such acceptance or rejection of bids.
5. As per the decision of the auction committee, auctioneer shall issue **Sale Intimation Letter** to the successful bidders of the respective lots under intimation to NRL, within two working days of receipt of confirmation from NRL.
6. **Not applicable** : 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.
7. **NOT Applicable** : EMD of the unsuccessful bidders in the e-auction shall be refunded immediately after the auction by the Auctioneer. 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.

8. The successful bidder shall furnish declaration in the proforma (**Annexure III**) to auctioneer **immediately after receipt of Sale Intimation Letter**, for carrying out obligations as per terms & conditions prescribed in the e-auctions.

9. 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.
Note : As the contract is valid for two years, the successful bidder shall be periodically intimated for lifting of the material on generation of sufficient quantity. Party shall make payment against this intimated quantity within 15 calender days from the day of intimation before lifting. For the already existing 700 MT , the successful bidder shall make advance payment after auction.
- 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/ETL 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.

10. 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

11. Delivery Schedules:

As the contract is valid for two year, the successful bidder shall be periodically intimated for lifting of the material on generation of sufficient quantity. Party shall make payment against this intimated quantity before lifting. Lifting period : within 30 days from Delivery Order.

However, the successful bidder needs to initiate and complete lifting and moving of the initial materials (700 MT as listed in Annexure - I) within 90 days' time, from the issue of Delivery Order.

12. 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 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 lie 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, ETL/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 e-Auction/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. **(Note : Weight of the storage drums shall be included in the weighment of oily sludge)**

(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 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 @ 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 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 : Numaligrah Refinery Limited
 Numaligarh, Assam

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

The details of sale of OILY SLUDGE BY NUMALIGARH REFINERY LIMITED and the Auction Start Time & Close Time is as follows:

EMD : NIL	Auction Date : 28.09.2016 Online Forward Auction Time : <u>11.00 am to 1.00 PM</u> (Unlimited Auto Extension) Auction website : https://nrl.procuretiger.com	
Item	Start Price/ MT ([₹])	Bid Increment in INR
<u>Oily Sludge</u> <u>Unit of Measurement : MT</u> <u>Quantity :700 MT</u> <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 @ 15.00% OR • CST 2.00% against Form C and 15% without form C • TCS : 1 % • Note: All taxes as applicable shall be extra. • Transportation in buyers scope. • Loading /Unloading in buyers scope.	0.0	Rs 10.00

Note: The price quoted per MT shall be inclusive of the storage drums. (Note: Weight of the storage drums shall be included in the weighment of oily sludge)

Annexure – IA

Note : Expected Quantity in Another One year

Sl No	Type of Jerry Cans/Drums	Expected Qty in another two year (MT)
1	Oily Sludge	500

Annexure- II

Process Compliance Form

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

M/s. e-Procurement Technologies Ltd.
A-201/208, Wall Street-II, Opp. Orient Club, Near Gujarat College,
Ellis Bridge , Ahmedabad – 380 006 , Gujarat , India

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

Dear Sir,

This has reference to the Terms & Conditions of the Forward Auction and the conditions of e-auction sale mentioned in the e-auction document for DISPOSAL OF OILY SLUDGE _BY NUMALIGARH REFINERY LIMITED. This letter is to confirm that:

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

With regards

Signature of Buyer with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Date:

Scan and email this document to rajesh.g@procuretiger.com & imtivaz@procuretiger.com

Annexure III

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

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

**Ref : DISPOSAL OF OILY SLUDGE BY NUMALIGARH
REFINERY LIMITED**

Auction No :

Forward Auction date : _____

I/ We _____ hereby
declare that I/ We have purchased the whole Lot/ Items located at Numaligarh Refinery Ltd,
Numaligarh (location of the materials) for Rs. _____
(Rupees _____) as mentioned in the above e-Auction held on

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

Signature of Buyer with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Date:

CONTACT INFORMATION

e-Procurement Technologies Ltd	Numaligrah Refinery Limited
A-201/208, Wall Street-II, Opp. Orient Club, Near Gujarat College, Ellis Bridge , Ahmedabad PIN – 380 006 , Gujarat , India Ph No: +91 79-40016881/882/883/884/885 /886/800 Fax No: +91 79-40016876 Helpdesk Email ID : support@abcprocure.com Mr. Imtiyaz Tajani Help Desk : - 079-4001 6886/67/52/14/79 Email:- imtiyaz@procuretiger.com Mr. Rajesh Gohil Help Desk : 079-4001 6821/66/43/38/04 Email : rajesh.g@procuretiger.com Kolkata Details : Mr Rajiv Taparia 19 Synagogue Street , 2nd Floor, Kolkata 700001 Ph No : 91-33-22436785 Cell :0-98300 42060 Email : rajiv@abcprocure.com	Numaligarh Refinery Limited PO - Numaligarh Refinery Project Dist.: Golaghat, Assam, India PIN- 785699 <u>Officer's Name</u> 1. Mr Jitumoni Sarmah. e-mail: jitumoni.sarmah@nrl.co.in Intercom:3635 Phone : 03776265562 Fax No. : 03776265514 2. Mr Pankaj Kr Saikia Email : pankaj.saikia@nrl.co.in Intercom:3636 Phone : 03776265562 Fax No. : 03776265514 3. Santanu Bhattacharyya Email : santanu.bhattacharyya@nrl.co.in Intercom:3637 Phone : 03776265562 Fax No. : 03776265514 Contact for Lifting 1. Jitumoni Saloi Email : Jitumoni.saloi@nrl.co.in Intercom:3185 mobile : 9435152445