



BROCHURE FOR SELECTION OF

DISTRIBUTORS

FOR

PARAFFIN WAX

(For Circulation through NRL Website).

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POLICY FOR SELECTION OF DISTRIBUTORS FOR

PARAFFIN WAX

(For Circulation through NRL Website)

1.0 Introduction :

1.1 The Numaligarh Refinery Limited, located at Golaghat, Assam is 3 MMTPA capacity refinery and is the largest refinery in Assam. NRL is moving forward for a massive expansion from 3 MMTPA to 9 MMTPA capacity. NRL processes Assam Crude which is rich in high quality wax (8.00 % wt). Paraffin wax is a value added product for NRL. In order to capitalize on the wax potential of the feed stream, NRL commissioned a wax manufacturing plant in June 2015 with a capacity of 50 TMTPA Fully Refined Paraffin Wax.

NRL has been in Paraffin Wax marketing since July 2015 and was initially selling primarily two grades of Solid Paraffin Wax-Fully Refined & Semi Refined. Later on, with the stability of plant, NRL is primarily marketing only two grades of Paraffin Wax- Type-I (Food Grade Wax) and Type-II (Fully Refined Paraffin Wax).

NRL is now the largest producer of paraffin wax in the country and holds a market share of around 40-45 %. Besides selling wax in the domestic market, NRL is also exporting in the overseas market. Till date NRL has exported to 43 countries.

Presently, NRL has engaged 8 no's of distributors for sale of paraffin wax on PAN India basis as detailed below:

SI No	Location	No of Distributors
1	Guwahati (Assam)	One
2	New Delhi	One
3	Mumbai (Maharashtra)	Two
4	Kolkata (West Bengal)	One
5	Kharagpur (West Bengal)	One
6	Bangalore (Karnataka)	One
7	Tuticorin (Tamil Nadu)	One

Note: With wax coming under GST, the distributors are free to sell in any part of the country. Besides its present distributor network NRL also sells wax directly in the market.

1.2 **Appointment of New Wax Distributors:**

In addition to the existing wax plant, NRL is commissioning a Wax Pastillation Unit by July-2022.

NRL plans to engage 6 (six) more distributors on PAN India basis for better market coverage/penetration.

1.3 **Distributor Selection Philosophy :**

Paraffin Wax market in the country is highly competitive. It is important that persons with experience of Wax business, Petroleum business or Chemical products like Sodium Nitrate, Sulphuric Acid, Resins (raw material for paint manufacture) be accorded preference as the market is “field” oriented and has its own peculiarities and nuances which will take years for someone who is not acquainted with the market, to understand the deliverables. Each region has its own peculiarities and a person not familiar with them and the dynamics in that area will have disadvantages in delivering results expeditiously. Therefore, NRL plans to appoint 6 (six) distributors in new locations. Further, as the supply location is remote, adequate Working Capital and Godown space has to be kept ready to take care of the long lead for supplies. As such, the eligible candidates need to qualify on following parameters- Finance, Infrastructure, Business Experience, Ability to generate new business and Personality in terms of enthusiasm, self confidence, initiative etc.

1.4 The above philosophy has been kept in view while formulating the Paraffin Wax Distributorship Selection Policy of NRL and reflects lucidly in the Eligibility criteria of the Selection Policy.

2.0 **Identification of Locations :**

Distributors to be appointed by NRL at the following locations:

Sl. No.	States/ Area	Location	Remarks
1.	Covering the entire State of UP.	Kanpur	Appointment of 1 distributor to cover UP.
2.	Covering the entire State of Gujarat.	Ahmedabad	Appointment of 1 distributor to cover Gujarat.
3.	Covering the entire State of Madhya Pradesh.	Bhopal	1 distributor to be appointed to cover entire State of Madhya Pradesh.
4.	Covering entire Punjab, Jammu as well as Himachal Pradesh.	Amritsar	1 distributor to be appointed at Amritsar for covering Punjab, Jammu as well as Himachal

			Pradesh.
5.	Covering the States of Bihar, Jharkhand as well as Odissa.	Patna	1 distributor to be appointed at Patna to cover Bihar, Jharkhand and Odissa.
6	Covering the States of Tripura and Mizoram.	Agartala	1 distributor to be appointed at Agartala to cover Tripura and Mizoram

3.0 Selection Procedure:

Selection Basis:

- 3.1** Selection will be made by draw of lots. Draw of lots will be amongst all eligible applicants meeting the eligibility criteria as prescribed in clause 16 below. All eligible applicants will be intimated through registered posts/email about the date of draw. Applicants will be required to be present during the draw or authorize any representative to be present on his/her behalf.
- 3.2** Draw of lots would be conducted in the presence of invited guest(s). Draw of lots shall also be live telecasted through Facebook/ YouTube. Location for draw of lots will be notified in due course of time.
- 3.3** For each location, draws would be conducted to select 03 candidates – 1st empanelled candidate will be the first choice and thereafter. In case there is only 02 eligible applicants then the 2nd applicant will automatically become the 2nd empanelled one.
- 3.4** In a scenario where there is only one eligible applicant for a particular location, then there will be no draw of lots and the applicant will be chosen automatically.
- 3.5** Entire proceeding of the draw of lots would be recorded and kept for any future references.

4.0 Selection basis of Distributors :

- 4.1** The locations identified will be advertised in two newspapers, one English and one Hindi or regional vernacular paper having wide circulation in the area where the location falls. The location will also be advertised in one State level newspaper having maximum circulation in the State. Persons meeting the eligibility criteria can apply and the

selection will be made from amongst the eligible candidates through draw of lots as mentioned in clause no 3.0 above.

4.2 Advertisement will also be published in the NRL website.

4.3 The website will also have the Brochure for Selection of Distributors for Paraffin Wax.

4.4 Advertisement formats are placed in **Annexure – I**.

4.5 Submission of applications :

- a) Application super scribed “Application for Paraffin Wax Distributorship of Numaligarh Refinery Limited for Location _____” as per **Annexure – II & II(A)** with attachments duly completed as per **Annexure-II(B), II(C) & II(D)**, should be submitted either by post or person at the address mentioned below:

Deputy General Manager (Marketing)
Numaligarh Refinery Limited,
122A, GS Road, Guwahati - 781005

- b) Last date and time for submission of application(s): **01st August, 2022 by 5:30 PM**
- c) A non-refundable application fee of Rs. 5000/- is to be deposited in NRL account (details provided in clause ‘d’ below) and proof of deposit like deposit slip/online transfer proof etc. should accompany the filled in application forms.
- d) Details of NRL bank account for submission of application fee.

1 Name of Company	NUMALIGARH REFINERY LTD.
2 Bank's Name	STATE BANK OF INDIA
3 Bank Account No.	30006662772
4 Account Type	Cash Credit (CC)
5 Branch Name	Commercial Branch, Guwahati
6 Bank Address	Swagata Square, ABC, G. S. Road, Guwahati - 781005
7 MICR Code	781002028
8 IFS Code	SBIN0004418
9 Branch Code	4418

- e) The last date for receipt of applications will be at 5:30 pm on the 28th day from the publication of the Advertisement in the newspapers/ NRL website. Last date would be indicated in the advertisement. The last date for submission of application can be extended at the sole discretion of NRL after obtaining approval from CGM (Marketing).
- f) While one person/firm/society can apply for different locations, the same should be done in separate application forms in respect of each location along with applicable application fee in each case. In case of multiple locations, each application should be complete in all respects (documents to be attached with each application) and documents attached with one application cannot be considered for other application(s) of same candidate.
- g) Filled application form along with relevant enclosures, complete in all respects, should be submitted so as to reach the office address mentioned in clause 4.5(a) above within the due date and time as mentioned in clause 4.5(b) above.
- h) The applicant(s) should affix his / her / their latest photograph in the space provided for in the application form.

Details, photographs, enclosures and signatures of all partners (in case of a Partnership Firm) or all Directors (in case of a Company), or all Managing Committee Members (in case of a Co-operative Society) should be enclosed with the application and only then it will be considered as complete. However, while filling the application form, they can declare the names of Active Partners/Directors/Managing Committee Members who will be looking after Paraffin Wax business on a day-to-day basis.

- i) No addition/deletion/alteration will be permitted in the application form after the cut-off date for submission of applications.
- j) No additional documents or details, whatsoever will be accepted or considered after the cut-off date/time for submission of applications. If at all any additional details are sought to be submitted by the applicant(s), the same should be received well within the cut-off date / time.
- k) Applications received after cut-off date for any reason, including postal delay, and those without accompanying valid documents, details etc. application fee or incomplete in any respect will not be entertained by NRL in such cases, whatsoever.

- l) If any statement made in the statement form or in the documents enclosed therewith by the candidate at any stage is found to be incorrect or false and/or the applicant conceals any information which if declared would have made him/her ineligible for distributorship, the application is liable to be rejected and in case the applicant has been appointed as a distributor, the distributorship is liable to be terminated. In such cases the candidate / distributor shall have no claim whatsoever against NRL.

- m) A person given Letter of Intent (LOI) as per **Annexure - III** will have to set up necessary infrastructure and submit Security Deposit (as per the guidelines) for Distributorship within 30 days of issue of LOI, failing which the 2nd empanelled applicant will be approached. Letter of Appointment cannot be issued without meeting the conditions specified above.

After the infrastructure/security deposit is in place, a formal Letter of Appointment (LOA) as per **Annexure - IV** will be issued by NRL and the Distributor will have to execute an agreement as per draft Agreement at **Annexure - V**. Supplies will be released to the appointed Distributor only after signing of the Agreement.

- n) An applicant selected for the distributorship shall be paying attention towards the day-to-day working of the Distributorship by personally managing the affairs of the Distributorship.
- o) NRL reserves the right to reject/cancel any or all applications for any particular location without assigning any reason whatsoever.

5.0 Reservation Criteria:

As Paraffin Wax are Special Products required to be sold in a highly competitive market, there will not be any Reservation criteria for Social Objective Categories for the Distributorship, nor will there be any reservation for Women. **All locations identified above will be open to all.**

6.0 Multiple Distributorship Norms:

There is no restriction in engaging any person or next to their kin as distributor having wax distributorship of NRL or any other company.

7.0 Scrutiny Committee:

7.1 Constitution of Scrutiny Committee Members:

A two member Scrutiny Committee of Job Group A/B/C/D level would be appointed by DGM (Marketing)/ Head of Wax Marketing to complete the scrutiny process. Scrutiny Committee will evaluate the applications and based on eligibility criteria as detailed in clause 16 below, will select eligible applicants for each location for the final draw of lots. Draw of lots will be conducted to choose 03 applicants for each location, however preference will be as follows:

1st Preference: 1st empanelled applicant selected from the draw.

2nd Preference (Incase 1st empanelled applicant is rejected in Field Investigation Report, FIR): 2nd empanelled applicant selected from the draw.

3rd Preference (Incase 2nd empanelled applicant is rejected in FIR): 3rd empanelled applicant selected from the draw.

7.2 In case of applications rejected at the time of scrutiny, the concerned applicant will be advised the reasons for rejection in writing and such applicants will not be further evaluated.

7.3 A Final List of applications received eligible and ineligible [reference format at Annexure – VI] will be sent by the Scrutiny Committee to the concerned officer DGM-Mktg., Guwahati) in a sealed cover.

7.4 The above activity will be completed within one week from the receipt of applications in NRL's office.

7.5 After completion of the Scrutiny Committee report, the selected applicants will be intimated about the date, time and place of conducting the draw of lots.

7.6 Draw of lots for all 06 locations will be conducted in the same day and selection of all 3 empanelled candidates for all 06 locations will be intimated and published in NRL website indicating their standing.

8.0 Field Investigation Report (FIR):

8.1 Constitution of FIR Committee Members:

The FIR will be conducted by a committee comprising of two members drawn from Job Groups-A/B/C appointed by DGM (Marketing)/ Head of Wax Marketing

8.2 The 1st empanelled applicant of each of the 06 locations shall be recommended for FIR.

8.3 FIR shall be conducted by the two nominated officers of NRL as per format enclosed at **Annexure –VII** within two weeks of the completion of draw of lots.

8.4 In case the candidate is not found to be suitable during FIR (based on wrong submission of details in Application Form or due to adverse market reputation or weak financial condition etc.), FIR to be repeated by another two officers.

8.5 In case the candidate is still not found to be suitable, then approval should be sought from competent Authority for carrying out FIR of the 2nd empanelled applicant chosen by the draw of lots and subsequently the 3rd empanelled candidate if the 2nd one also is rejected.

8.6 In a scenario where there is only one empanelled candidate and he or she is not found suitable during FIR, then no candidate will be chosen for that particular location and NRL may opt for re-advertisement of the location.

8.7 In any case, the appointment of any shortlisted candidate will not be proceeded with, in case of adverse FIR report.

9.0 Formal approval of Letter of Intent (LOI):

After completion of FIR, formal approval for issuance of Letter of Intent (LOI) will be sought from the competent authority i.e. CGM (Mktg), NRL.

10.0 Letter of Intent (LOI):

LOI letter may be issued to the distributor designate, by the nominated officer, within one week of completion of FIR with a validity of one month as per format enclosed at **Annexure - III**.

11.0 **Security Deposit:**

The selected candidate before issuance of the appointment letter will have to pay an interest-free refundable security deposit amount of Rs.1,00,000/-. NRL reserves its right to adjust any dues to it from this amount at the time of resignation / termination. However, in case of termination of the distributorship on account of proven adulteration / malpractice, the said security deposit will be forfeited.

12.0 **Letter of Appointment (LOA) and signing of Distributorship Agreement :**

12.1 On setting up of infrastructure, submitting security deposit and meeting other conditions as prescribed in the LOI, the nominated NRL Officer shall recommend issue of appointment letter to the selected candidate and seek approval of the competent authority i.e. CGM (Mktg.), NRL for issuing the Letter of Appointment (LOA).

12.2 On receipt of approval from the competent authority, the nominated officer will issue Letter of Appointment to the candidate as per **Annexure – IV**. Simultaneously, Agreement (as per **Annexure – V**) on required Stamp Paper value, will be signed by the competent authority of NRL holding due Power of Attorney and the Distributor (Candidate / All Partners / All Directors of Company / All Managing Members of Cooperative Society as the case may be).

12.3 Supplies should commence to the selected candidate after signing of agreements by both sides

13.0 **Time frame for the Selection Process :**

13.1 The entire selection process including commissioning of new distributor should be completed within fourteen weeks after the last date of the Advertisement. The timelines to be maintained are as under:

Time period of applicants to apply after advertisement is released	Four weeks
Evaluation by Scrutinizing Committee	Within one weeks of receipt of applications
Completion of draw of lots	Within three weeks after scrutiny.
Field Investigation Report by nominated committee members.	Within two weeks after completion of draw of lots
Approval by competent authority and issue of LOI	Within one week of completion of FIR.
Confirmation by the competent authority	Within two weeks of issuance of LOI.

on readiness of candidate with Finance and Infrastructure	
Signing of Agreement and Letter of Appointment	Within another one week.
Commissioning (commencement of supplies)	Immediate.
Total time frame for Selection	14 (Fourteen) Weeks

13.2 Details of successfully commissioned candidates should be published on NRL website within one week of commissioning.

14 **Ensuring Distribution in identified location :**

14.1 Minimum Volume upliftment by selected distributors:

Location	Minimum Quantity Upliftment
Kanpur/Bhopal/Amritsar	400 MT per month each *
Ahmedabad	400 MT per month each *
Agartala/Patna	400MT per month each *

*Or as may be communicated by NRL as per market dynamics.

14.2 In case the appointed candidate does not perform after signing of agreement in line with NRL's expectations and there is a need to replace him/her with the next ranked candidate in Merit panel, after completing the termination process approval can be taken from the competent authority to conduct FIR for the 2nd empanelled candidate.

15 **Tenure of Distributorship :**

Tenure of distributor will be for 5 years. Notwithstanding the above, any agreement will be subject to Termination clause (at one month notice).

16 **Eligibility Criteria :**

Two Member Scrutiny Committee nominated by NRL will scrutinize the applications based on the following eligibility criteria:

(a) **Eligibility criteria for Individuals :**

01.	Nationality	The candidate must be an Indian National
02.	Business Experience	Candidates should possess experience of Wax business, Petroleum business or dealing with Chemical Products. The candidate should be a businessman of

		repute having a turnover of minimum Rs. 20crores in last financial year (2021-22), except for Eastern Region and North East where the minimum turnover would be Rs. 15 crores & Rs.3 Crores per annum respectively. Necessary documents like IT returns/Auditor report/GST return etc. has to be submitted to prove the turnover
03	Availability of infrastructure.	Having warehouse/godown (minimum 2500 Sqft for rest of India and minimum 1000 Sqft for Eastern and Northeastern region) either on owned basis or on registered lease for a minimum period of 05 years as on the date of application and ready availability of 15' x 10' office space either owned or on lease for a minimum period of 05 years and willing to give it to NRL on lease, if required. Note: <u>The distributors need to have physical possession of the warehouse/godown for the entire tenure of the distributorship. Failure to do so will automatically entail cancellation of the distributorship</u>
04	Financial capability (Ready availability of working capital). Working Capital requirement of Rs 1 crore (Rs 70 lakhs for Eastern region & Rs 50 lakhs NE region).	Ready availability of finance will mean the candidate must have easy availability of liquid cash and liquid assets to meet the working capital requirement of Rs 1 crore (Rs 70 lakhs for Eastern region & Rs 50 lakhs NE region). This can be in the form of liquid assests such as Bank balance, Fixed Deposits , marketable shares of listed companies, etc or working capital finance sanctioned by bank solely for the purpose of NRL's wax distributorship, for which applicant has to submit necessary documents. The source of funds declared by the applicant in the application form must be made available for the Paraffin Wax business and an affidavit in this regard must be submitted by the applicant. In case the applicant fails to make available the funds committed at the time it is actually required or cannot substantiate at a later date, the candidature/ distributorship is liable to be cancelled. [Affidafit format is at Annexure – II(B)]
05.	Age	As on the date of application (in completed years) not

		less than 21 years and not more than 65 years.
06.	Educational Qualifications	Minimum Matriculation or 12 th Standard

(b) Eligibility criteria for Partnership Firms/Cooperatives/Consumer Societies :

Registered partnership deed mentioning the names of all partners/Registered Cooperative / Consumer Societies registered under the Societies Registration Act, 1860 and having the requisite minimum turnover as per clause 16 above and making a net profit in the preceding 3 Financial Years prior to the date of application for the distributorship are eligible to apply. The business experience, working capital and infrastructure availability must be in line with clause 16 above.

(c) Organized Bodies :

Organized Bodies such as Charitable Trusts registered with Charity Commissioner of respective State Government and Corporate houses, i.e. Government organizations / Bodies, PSUs and Companies incorporated under Companies Act, 1956/2013, whichever is applicable, are eligible to apply if they are making a profit during the preceding 3 financial years prior to the date of application for the distributorship. However, private limited companies would be eligible to apply only if they are in existence and also profit making during the preceding 3 financial years prior to the date of application for distributorship.

(d) Government Companies :

Government Companies, defined as Government owned companies with major shareholding with the Government, Public Sector and Joint Sector units or Government administered organization can apply if they are making a net profit in the preceding 3 Financial Years prior to the date of application for the distributorship.

(e) Disqualification Criteria :

The following are not eligible:

- (i) Persons convicted or against whom charges have been framed by a Court of law for any criminal offences involving moral turpitude/economic offence.

- (ii) Mentally unsound and / or totally paralyzed persons.
- (iii) Signatory to an agreement of a Distributorship of any company terminated on the grounds of adulteration / malpractice.

- (iv) If any information furnished by the applicant is found to be false at any point of time before or after appointment as a distributor or applicant conceals any information which if declared would have made him/her ineligible for dealership, the allotment will be cancelled forthwith and distributorship terminated, in case commissioned.

17 **Grievance / Complaint Redressal System :**

Any complaint should be accompanied by a fee of Rs. 5000/-, only in the form of demand draft of schedule bank, in favor of NRL. Any complaint received without this fee will not be entertained. The complaint received against the selection including eligibility will be disposed off as under:-

- (i) Complaints received before or after draw of lots along with requisite fee of Rs. 5000/-, will be kept in record and investigation carried out after 30 days of Draw of Lots only in following cases:-
 - General complaints with verifiable facts
 - Complaints against selected candidate

- (ii) Any complaint received after 30 days from the date of draw of lots will not be entertained.

- (iii) Anonymous complaints without verifiable facts will not be investigated.

- (iv) On receipt of a complaint a letter will be sent by NRL to the complainant through Registered Post, asking him to submit details of allegation with a view to prima facie substantiate the allegations along with supporting documents, if any, within 20 days from date of dispatch of letter. While seeking documents and details, the complainant will be advised that if during the investigations, complaint is found to be false and/or without substance, NRL reserves the right to take action against the complainant as provided under the law and fee forfeited.

- (v) In case a complaint is received against an applicant, who has not been

selected in draw of lots, the same will be kept in abeyance. In case the LOI against selected candidate is cancelled and the applicant against whom the complaint was received gets selected in the next draw, the complaint will only then be investigated.

(vi) If the complaint is not required to be investigated the fee received will be refunded to the complainant informing that the complaint has not been investigated since the candidate against whom the complaint has been made has not been selected. The fee will be refunded after issuance of LOA to the selected candidate.

(vii) In case complaint is received without the requisite fee of Rs. 5000/-, or received after 30 days of declaration of results, the complaint would not be entertained and complainant would be advised reasons for the same.

(viii) NRL will examine response of the complainant and if it is found that the complaint does not have specific and verifiable allegations, the same will be filed and complaint fee will be forfeited. Complainant will be advised accordingly.

(ix) If a decision is taken to investigate the complaint, decision on the complaint will be taken as under and intimated to the complainant:-

a) Complaints not substantiated:

In case the complaint is not substantiated it will be filed and complaint fee will be forfeited. Complainant will be advised accordingly.

b) Established Complaints:

In case of established complaint, the complainant will be advised accordingly and suitable action should be taken. In this case the complaint fee collected of Rs.5000/- will be refunded.

(x) In all cases, disposal of complaint should be in the form of speaking order.

18 **Amendment / Modification :**

The above are only for the information of the public and NRL reserves its right to amend, modify, delete or add any of the above terms and conditions at their sole discretion. The applicant will be governed by the terms and conditions published in the advertisement for the location against which he/she is applying and if the application is not submitted strictly in accordance with the terms referred therein, the same will be rejected.

**ADVERTISEMENT FOR APPOINTMENT OF PARAFFIN WAX DISTRIBUTOR FOR
NUMALIGARH REFINERY LIMITED**

Numaligarh Refinery Limited invites application from interested individuals/partnership firms/co-operative societies/PSUs/Govt & Pvt Ltd. Companies for appointing as Paraffin Wax Distributors for 06 locations across the country.

Detailed Brochure, Applications forms and relevant documents can be downloaded by visiting NRL website as per the link below:

www.nrl.co.in/Quick Links->/Wax Sale->Wax

Last date & time of submission is 01st August, 2022 by 5:30 PM.

8. (a) **Educational Qualifications :**

Qualification	Certificate/Degree	Board/Institute/ university	Year of passing
Matriculate or 12 th Standard			
Graduate/Post Graduate			
Professional Degree			
Any other qualification (specify)			

Please attach attested photocopies of education qualifications certificate / testimonials.

(b) **Extra Curricular Activities, if any :**

9. **Marital Status :**

Please put tick mark (✓) as applicable.

Unmarried Married Widow Widower Divorcee

10. **Gross Income during Last Financial Year : Rs. _____ (in figures).
Rupees _____ (in words)
(Attach as per Annexure – II D).**

11. **Sound Physical / Mental Health :**

Please attach a certificate of sound physical/mental health as certified by a Government Medical Officer not below the rank of Gazetted Medical Officer.

12. Do you have business / selling experience ? If yes, please give full details in separate sheet.

13. Do you have business/selling experience in **Paraffin Wax**? If yes, please give full details in separate sheet mentioning the following points.

- (a) Marketing Experience of Paraffin Wax.
- (b) Paraffin Wax Marketing / Sales Strategy.
- (c) Customer service.

14. (a) **Brief Note on plans to run the Wax Distributorship.**

Please give brief note indicating your plans as to how you propose to run the Wax Distributorship indicating capital required, expected sales & profits etc. (in the event the same being offered to you). How will you gain on market share in 2022 and the next 5 years?

(b) **Approximate Annual Requirements (in MT) :**

(c) **Minimum Monthly requirement (in MT) :**

NOTE : Paraffin Wax Distributor will have to ensure minimum monthly upliftment of 400 MT of Paraffin Wax.

15. **Partnership** :

15.1 In case of partnership, please indicate hereunder the full name of each of the partners and attach the **Partnership Deed on Stamp Paper of requisite value**.: (Please fill separate form for each of the partners and submit).

- 1.
- 2.
- 3.

15.2 For proposed Partnership Deed please follow the same procedure explained above.

16. Registered Co-operative Societies / Consumer Co-operative Societies / Corporate House including Central / State Public Sector Units and Companies incorporated under Companies Act, 1956/2013.

- (a) Is the Organisation registered? : Yes / No
If yes, please give registration No. Also attach Registration Certificate.
- (b) Has the Organisation made a net profit for the previous : Yes / No
three consecutive financial years, as certified by Chartered Accountant?
Please attach certificate from Chartered Accountant.
- (c) Please attach copy of resolution authorizing the applicant to make application on behalf of the organization. **(Affidavit as per Annexure - II C)**

17. **Details of Godown / Office available** :

(a) Do you have a suitable **Godown/Office** readily available in the area where the Wax Distributorship has been advertised? (Please tick as applicable).

Yes	No
-----	----

(b) If yes, are you the owner of the above or lessee having long lease for five years from the date of application

Yes	No
-----	----

(For this purpose, Godown / Office owned by spouse and unmarried children can be considered as owned by the applicant subject to such claim supported by documents).

(c) If yes, please give details separately for (1) Godown/(2) Office as under :

- (1) Location of Godown / Office _____
- (2) Survey No. _____
- (3) Title details _____
- (4) Non-encumbrance certificate enclosed : Yes / No
- (5) Dimension of Office & Godown : Length _____ Breadth _____
- (6) If joint property, Power of Attorney from all owners.
- (7) Sketch of Godown/Office indicating size, road / landmarks and any other details (municipal / local etc.)

(d) Are you willing to transfer the land/ Godown to NRL on lease:

Yes / No

(e) If yes at what rate/ terms: May enclose a separate note, if required.

(f) If you do not have a suitable **Godown / Office**

readily available can you arrange one in the area advertised, Yes / No

if selected? (To be substantiated with offer letter from landlord on stamp paper of requisite value)

18. Source of Funds :

(a)	AMOUNT IN THE BANK				
Type of Account					
	Name of A/C holder	Name of Bank	Current A/C No.	S. B. A/C no.	Amount

(b)	DETAILS OF FIXED DEPOSIT				
	Type of Investment FD/NSC/Shares*/MF etc.	Instrument details	Amount	Date of Deposit / Purchase	Date of Maturity (if applicable)
1.	Name of Bank				
2.	Name of Financial Institution				
3.	Any other deposit				

(Attach copy of bank statement on tax deducted at source for FD, copy of NSC, Demat (*) statements for shares and MF and other supporting documents).

(c)	Immovable Property (Approximate value)		
Sl No.	Details of Property	Name of owner of the property and relationship with Applicant (Self / Spouse / Unmarried sons / daughters only)	Value in Rupees
1.			
2.			

** Please attach copy of valuation certificate from Govt. approved Valuer.

(d)	Other Assets		
Sl No.	Details of Property	Name of owner of the property and relationship with Applicant (Self / Spouse / Unmarried sons / daughters only)	Value in Rupees
1.			

2.			
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** Please attach copy of valuation certificate from Govt. approved Valuer.

(e) **In case of proposed loan (please attach Bankers / Financial Institution Certificate for Credit .**

(f) **From any other source :**

19. Have you ever been convicted for any criminal offence :
Involving moral turpitude and/or economic offence (other than freedom struggle)? If so, please give details thereof.
If not, please attach affidavit as per **Annexure – II B.**

20. I am fully aware that M/s. Numaligarh Refinery Limited under its policy will not appoint me as their Wax Distributor if I am employed or hold any other service I shall have to resign from the service and produce proof of acceptance of my resignation by my employer to M/s. Numaligarh Refinery Limited before issuance of Letter of Appointment for Wax Distributorship.

21. That if any information/declaration given by me in my application or in any document submitted by me in support of my application for the award of Wax Distributorship or in this undertaking shall be found to be untrue or incorrect or false, M/s. Numaligarh Refinery Limited would be within its right **to withdraw the Letter of Intent / terminate the Wax Distributorship (if already appointed)** and that I would have no claim, whatsoever, against M/s. Numaligarh Refinery Limited for such withdrawal/termination.

22. I have read the brochure and agreed to the terms and condition mentioned in the brochure.

22. Any other information :

I, _____, Address _____
hereby certify that the information given above is true to the best of my knowledge and belief. Any wrong information / suppression of facts will disqualify me from being considered for the Wax Distributorship.

Place :

Signature

Date :

(Name in block letters)

IMPORTANT NOTE

Please ensure compliance with the following conditions while submitting the application :

1. If any statement made in the application or in the document enclosed herewith or subsequently submitted in pursuance of the application by the candidate at any stage is found to be incorrect or false, his / her application is liable to be rejected without assigning any reason in case he / she has been appointed as Paraffin Wax Distributor, his / her Paraffin Wax Distributorship is liable to be terminated. In such cases the candidate / distributor shall have no claim whatsoever against M/s. Numaligarh Refinery Limited.
2. The application **with all the attachments** have to be made in **duplicate**.
3. The envelope containing the application, duly filled in, should be subscribed as under :
“This application is for **PARAFFIN WAX DISTRIBUTORSHIP** at _____ (location)”.
4. **Provision of basic facilities** :
A person selected for the Wax Distributorship will have to provide the following basic facilities at his / her own cost :
(a) Drinking Water; (b) First Aid Kit with Medicines; (c) Toilet; (d) Adequate illumination at Go-down, (e) Loading / Unloading facilities for supply of Paraffin Wax
5. **PARAFFIN WAX DISTRIBUTORSHIP AGREEMENT** :
A person selected for Paraffin Wax Distributorship after issuance of Letter of Appointment will have to execute distributorship agreement with Numaligarh Refinery Limited, duration of which will be for five years, which may be renewed at the sole discretion of Numaligarh Refinery Limited. The Distributor will also have to undertake minimum 400 MT per month Paraffin Wax upliftment
6. The candidate should furnish along with the application, details of **Office / Go-down / Loading & Unloading Facilities**, which he / she may make available for the Wax Distributorship.
Affidavit to be submitted along with the application :
Individual applicants : As per **Annexure-IIB**
Registered Co-operative Societies / Organisation etc. : As per **Annexure-IIC**

7. **Attachments :**

Sl. No.	Attachment
(a)	Age
(b)	Educational Qualification
(c)	Health Certificate
(d)	Brief on Office / Godown / Loading & Unloading Facilities
(e)	Business / Selling experience Note
(f)	Plans to run the Wax Distributorship
(g)	Application Fee
(h)	Bankers Certificate of Credit Worthiness
(i)	Any other relevant information the candidate desires to provide.

8. This is a business proposition and not an application for job in the company. This business proposition has normal business risk and does not guarantee any assured returns or profits.
9. This is an application form and not an offer of distributorship.

(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

AFFIDAVIT FOR INDIVIDUAL & PARTNERS

I, _____ son/daughter/wife of _____ Age
_____ years residing at _____ do hereby
solemnly affirm and say as under :

1. That I am an Indian National.
2. That I am unmarried / married.
(strike out whichever is not applicable)
3. That I have never been convicted and / or no charges have been framed by a Court of law against me for any criminal offences involving moral turpitude / economic offences.
4. That I hereby confirm that I was never a signatory to a dealership / distributorship agreement of any company, which was terminated for proven adulteration / malpractices.
5. That against item No. 18 of my application form details of various sources of funds required for setting up and operation of the distributorship has been furnished. I undertake that these funds will be made available for the purpose stated above. In case it is found that the same is not made available as and when required, the offer of distributorship, at any stage, can be withdrawn and that I will have no claim / damages whatsoever against Numaligarh Refinery Limited.
6. I hereby verify that what has been stated above is true to the best of my knowledge and belief and nothing has been concealed thereof. If any information/declaration given by me in my application or in any document submitted by me in support of application for the award of Paraffin Wax Distributorship at _____ (Location) or in this affidavit shall be found to be untrue or incorrect or false, Numaligarh Refinery Limited would be within **its rights to withdraw the Letter of Intent / terminate the distributorship (if already appointed)** and that I would have no claim, whatsoever, against Numaligarh Refinery Limited for such withdrawal/termination.

Solemnly affirmed and declared before me

This _____ day of _____

Signature and Seal of
Magistrate/Judge/Notary Public

Signature of person making affidavit
(Name in block letters)

(To be submitted by Registered Co-operative / Consumer Societies and Corporate houses
i.e. Central/State Public Sector Companies, Company incorporated under the Companies Act, 1956
/2013
, Organised Bodies/Govt Entities)

(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALLUE)

AFFIDAVIT

In the matter of Wax Distributorship of Numaligarh Refinery Limited at _____ (Location)

Whereas _____ (Name of the Co-operative / Consumer Societies / Organised Body/Corporate House/Govt Entity) _____ (Location) has applied for Wax Distributorship of M/s. Numaligarh Refinery Limited at _____.

I, _____ son/daughter/wife of _____ Age _____ years resident of _____ in the capacity of _____ do hereby solemnly declare :

1. That through a resolution passed by a Co-operative / Consumer Society / Organised Body/ Corporate House/Govt Entity I have been authorized to apply for the said Wax Distributorship. A certified true copy of the resolution is enclosed herewith forming part and parcel of this affidavit.
2. That the said Co-operative / Consumer Society / Organised Body/ Corporate House/Govt Entity is duly registered and a certified photocopy of the registration certificate is enclosed herewith forming part and parcel of this affidavit.
3. On behalf of the Co-operative / Consumer Society / Organised Body/ Corporate House/Govt Entity, I undertake that we will observe all the relevant guidelines with regard to award/operation of the said Wax Distributorship issued by NRL from time to time.
4. That the Co-operative / Consumer Society / Organised Body/ Corporate House/Govt Entity does not have any criminal record. No member has been convicted for any criminal offence involving moral turpitude / economic offences and society as a whole.
5. I hereby verify that what has been stated above is true to the best of my knowledge and belief and nothing material has been concealed there from. If any information/declaration given by me in my/our application or in any document submitted by me/us in support of our application for the award of Wax Distributorship or in this affidavit shall be found to be untrue or incorrect or false, M/s. Numaligarh Refinery Limited would be within **its rights to withdraw the Letter of Intent / terminate the dealership (if already appointed)** and that we would have no claim, whatsoever, against M/s. Numaligarh Refinery Limited for such withdrawal/termination.

Solemnly affirmed and declared before me

On this _____ day of _____

Signature and seal of Magistrate/Judge/
Notary Public

Signature of person making affidavit
(Name in block letters)

DECLARATION OF ANNUAL INCOME

Please give details of income of the last financial year (____ / ____)

(Gross income should be indicated and not net income)

Details of Gross Annual Income in Rupees									
Gross Salary	Property	Interest	Dividend	Business	Professional	Vocational	Agricultural	Income from other sources not covered under VII e.g. pension etc.	Total
I	II	III	IV	V	VI	VII	VIII	IX	X

Signature & seal of Chartered Accountant

**Signature of Applicant
(Name in Block Letters)**

- It is important to give precise information under each head i.e. I to X. If income under any head is **NIL** then it should be indicated specifically as NIL and not left blank.
- The details in support of the above would be presented in original, if called for interview.

Check List for Application forms

1. Name of the Applicant :-
2. Name of location (as per advertisement) where applying : -
3. Applying as:

i. Individual	Y/N
ii. Partnership firm	Y/N
iii. Company	Y/N
iv. Proposed partnership firm	Y/N
v. Co-op Society	Y/N
vi. Organised Body	Y/N
vii. Govt Entity	Y/N
4. Whether application form completely filled in & signed Y/N
5. Proof of application fee submitted Y/N
6. Proof of age submitted Y/N
7. Proof of educational qualification submitted Y/N
8. Financial documents submitted Y/N
9. Residential certificate submitted Y/N
10. Photograph affixed & signed Y/N
11. Affidavit (in original) as per annexure-II(B) (for individual & partners) Y/N
12. Affidavit (in original) as per annexure-II(C) (for company) submitted Y/N
13. Declaration of annual income certified by CA as per annexure-II(D) Submitted. Y/N
14. Self attested true copies of audited balance sheets & profit & loss accounts showing turnover & Profit for the last three financial years submitted. Y/N
15. Self attested true copy of Company resolution (POA)& registration certificate submitted Y/N
16. In case of partnership & proposed partnership firms, whether all the application forms of partners tied together Y/N
17. In case of partnership & proposed partnership firms, whether Partnership deed / proposed partnership deed submitted Y/N
18. Detail, photographs & signatures of all directors of company submitted Y/N
19. Certificate of sound physical/mental health as certified by a Govt. Medical officer submitted Y/N
20. Details & supporting documents of Godown & office submitted Y/N

**Letter of Intent (LOI) for appointment as Paraffin Wax Distributor of NRL
at _____**

Ref. No.

Date :

1. We refer to your application dated _____ seeking appointment as a Paraffin Wax Distributor of NRL for the sale of Paraffin Wax.
2. Kindly consider this as a Letter of Intent (LOI) for the appointment as a Paraffin Wax Distributor of NRL at _____.
3. This Letter of Intent will be valid for 01 month i.e. from _____ to _____.
4. **Facilities and Finance:**
You will make available within a period of 01 months from the date of receipt of this letter the following :
 - 4.1 Suitable godown of capacity _____ S.Ft. and office space of capacity _____ S.Ft., suitably furnished, with all weighing and safety facilities provided. The premises can be either purchased by you or taken on lease for a period of 5 years. Copy of the documents for proof of your ownership or having taken on lease must be provided by you.
 - 4.2 Facilities like 100 Kg. weight scale, 2 Fire Extinguishers (Foam Type) will be provided by you in the Godown and also unloading and loading facility within the 1 month period mentioned above. In the office, computer, printer, stationery, air-conditioning of 1 Ton capacity will have to be provided.
 - 4.3 Necessary financial arrangements, minimum as indicated in the advertisement will have to be kept ready during the 01 months period.
 - 4.4 Kindly deposit the security deposit of Rs. 1,00,000/- within 30 days of issue of Letter of Intent (LOI).
 - 4.5 A distributor commission of Rs. _____/- per MT will be paid to you for the sales effected by you for Paraffin Wax.
 - 4.6 In case of any complaint received against you during the above period, the Letter of Intent will be suspended pending investigations and cancelled, if the allegations are proved against you.
 - 4.7 You shall have resigned from your employment, if you are already employed and obtained a letter of acceptance from your employer and hand over to NRL, the original papers in this regard along with the duplicate copy of Letter of Intent.
 - 4.8 Kindly sign the duplicate copy of this letter as a token of acceptance of Letter of Intent for the location _____.

Yours faithfully,
For Numaligarh Refinery Limited

LETTER OF APPOINTMENT

Ref. No.

Date :

To:
Mr. / Mrs.
Address:

Dear Sir/Madam,

Sub : Appointment as Paraffin Wax Distributor at _____ (name of location)

This is with reference to our Letter of Intent issued vide ref. No. _____ date _____ and your acceptance of all the terms and conditions mentioned therein.

We have pleasure to offer you the Paraffin Wax Distributorship at _____ (name of location) with effect from _____ (mention date).

We note that the distributorship will operate as a proprietorship / partnership /corporate body/ company / co-operative society/organized body/Govt entity in the name and style of M/s. _____ with the following as Sole Proprietor / Partner / Director / Managing Director / Managing Committee Member :

Mr. / Mrs.

We enclose the Agreement along with the Duplicate copy of this letter which may be signed by the Sole Proprietor / all Partners / by the authorized representative of the Registered Society / Corporate Body / Company and returned to us in token of your acceptance of our offer.

We give below for your guidance some of the terms and conditions :

1. Subject to the terms and conditions in the agreement the same shall be deemed to have commenced with effect from _____ for a period of 5 years and NRL, at its sole discretion, may renew/extend the validity period of the agreement for a further period of 5 years on such terms as may be deemed fit by NRL.
2. The Paraffin Wax Distributor Commission will be Rs._____-/- per MT.
3. A minimum quantity of _____ MT per month of Paraffin Wax will have to be uplifted by you every month.

Page : 2

4. Adequate infrastructure for storage of the above products and sufficient working capital in this regard has to be provided by you as specified in the LOI.
5. NRL reserves the right to terminate the Distributorship if you fail to uplift the quantity of product stipulated above.
6. The applicable billing price of the product(s) to you will be subject to revision without notice at any time.
7. Payment for product uplifted will have to be made in advance.
8. You shall obtain mandatory licenses for operating the Distributorship as may be required under the Central / State Government / Municipal and local authorities. Please also forward to us a copy of your GST Registration Certificate for the sale of goods for our records.
9. We expect you to manage the Distributorship efficiently and tap the full sales potential of the area allotted to you. It shall be your responsibility to ensure that you and those who are engaged by you in this business do not cause directly or indirectly any damage to the Brand/Quality of the products and the credibility of the Company in any manner.
10. The subject appointment will be governed by all terms and conditions of the enclosed Agreement to be signed by you.
11. Kindly arrange to execute the agreement with NRL, Guwahati Office within the next 3 working days.

Thanking you,

Yours faithfully,
For Numaligarh Refinery Limited

PARAFFIN WAX DISTRIBUTORSHIP AGREEMENT

TO BE TYPED ON NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE

THIS AGREEMENT made on the _____ day of _____ 2022.

BETWEEN

M/s. NUMALIGARH REFINERY LIMITED (NRL), a Company constituted under the Companies Act, 1956, having its Registered Office at 122A, G. S. Road, Christianbasti, Guwahati- 781 005, Assam under the name and style of Numaligarh Refinery Limited (hereinafter for the sake of brevity referred to as "NRL" which expression shall include its heirs, executors, administrators, successors and permitted assigns in law) on the **ONE PART**.

AND

M/s _____ (hereinafter called "the Distributor" which expression shall include its heirs, executors, administrators, its successors and permitted assigns in law) of the **OTHER PART**.

Whereas NRL is a Government of India Undertaking, engaged in the business of Oil refining and sale of petroleum products including paraffin wax.

Now, therefore, in consideration of the premises, mutual agreements, covenants and conditions set forth in this agreement, it is hereby agreed by and between the parties as follows:

WHEREAS:

A. The Distributor assures NRL of meeting the sales target of Paraffin Wax as under.

Sl. No.	PRODUCTS	MINIMUM UPLIFTMENT PER MONTH (MT)
1.	PARAFFIN WAX (Slabs, pellets and liquid)	400 MT (OR AS MAY BE COMMUNICATED AS PER MARKET DYNAMICS)
3.	TYPE-I Food Grade Wax (Pristene)	40 MT (OR AS MAY BE COMMUNICATED AS PER MARKET DYNAMICS)

It is clearly understood and accepted by the Distributor that NRL has offered this Distributorship on the basis of assurance and representation of the Distributor about his / her ability to meet the sales target as mentioned above.

B. The Distributor is willing and agreeable to operate the distributorship under the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. It is clearly understood by the Distributor that it shall be solely, entirely and exclusively his / her responsibility to take the delivery of the product(s) from NRL supply locations at his own cost and expenses and NRL shall not be under any obligation to deliver the products at any other place.
2. The proprietary of the product(s) shall pass from NRL to the Distributor upon delivery of the product(s) to the Distributor or his representative at NRL supply locations and NRL shall not in any way be held responsible for any loss or shortage thereafter.
3. The risk of any loss or damage or deterioration of the said product(s) from whatever cause arising / occurring after dispatch / supply / delivery thereof from NRL's supply locations shall be on account of the Distributor.
4. The Distributor shall maintain, for necessary bulk storage for the said product purchased from NRL, adequate storage facilities at his own expenses which should be duly licensed by the appropriate Government, Municipal Authorities as may be required for receiving and storing the said product(s). The construction, maintenance and upkeep of storage facilities as per condition of the permit/license or other statutory provisions shall be the sole and exclusive responsibility of the Distributor who will be able to pay, bear and discharge the entire expenditure for the same.
5. NRL will deliver the product(s) to the Distributor at the prevailing selling price against advance payment by Bank Transfer. NRL may, however, at its sole discretion agree to accept cheque facility against Bank Guarantee or give such credit facility as it deemed fit to the Distributor from time to time and for such period/s as NRL consider appropriate and may cancel or vary the same at any time without assigning any reason thereof. NRL will have the option of changing the mode of payment whenever deemed fit.

6. It should be the duty of the Distributor to release products only to those units/customers having valid statutory permissions/licensees, if required.
7. NRL shall be entitled at any time and from time to time and without any previous notice to the Distributor to change NRL's selling prices to the Distributor. NRL shall not in the event of any such change be bound to make any allowance or pay any compensation to the Distributor on any of the products supplied to the Distributor prior to the date of such change takes effect.
8. NRL may implement any incentive scheme or offer Distributor Commission from time to time as per the prevailing situation. However, NRL will be entitled to withdraw or change such incentive schemes or Distributor Commission at any time during the currency of this agreement without any previous notice to the Distributor. NRL shall not in the event of any such change be bound to make any allowance or pay any compensation to the Distributor on any of the product supplied to the Distributor.
9. It shall be the responsibility of the Distributor to obtain each and every license(s) necessary for the sale of the product(s) under any Central, State Government, Municipal or local enactments. As per terms and conditions of such license the Distributor shall promptly renew the same before expiry of such licenses.
10. The Distributor will observe and perform the provisions of the Petroleum Act, the Explosive Act and any statutory re-enactment or modification made there under and all other Government or Municipal, local or similar Acts, Laws, regulations and bye-laws, as may be in force from time to time relating to his business.
11. a) That the Distributor shall uplift the minimum quantity of Paraffin Wax per month as stipulated hereinabove in this agreement, from the date of commencement of this agreement and provide a tentative weekly upliftment schedule at the beginning of the month, provided NRL is in a position to offer the said quantity. In such a situation where NRL is not in a position to supply the minimum target quantity, a revised monthly target will be provided based on NRL's production volume of the previous month.

b) That the Distributor shall uplift the minimum quantity of TYPE-I Food grade wax (Pristene) per month as stipulated hereinabove in this agreement, from the date of commencement of this agreement and provide a tentative weekly upliftment schedule at the beginning of the month, provided NRL is in a position to offer the said quantity. In such a situation where NRL is not in a position to supply the minimum target quantity, a revised monthly target will be provided based on NRL's last month's production volume.
12. It is clearly understood and accepted by the Distributor that NRL shall have the discretion to terminate the distributorship in case the Distributor fails to meet the half yearly target of 2400 MT for Fully Refined Paraffin Wax and 240 MT for Pristene for any reason whatsoever.
13. The Distributor shall at all times and from time to time at his own cost and expenses take out adequate and proper insurance from a well reputed insurance company against all risks including riot, comprehensive motor vehicle policy risk, workmen's compensation and injury policy and/or loss or damage to the products due to any cause whatsoever and shall keep all such insurance policy in force at all times.

14. All expenses incurred in connection with or incidental to the storage license, handling, sales and distribution of the products shall be borne by the Distributor. The Distributor shall be solely responsible for the payment of all local and other taxes in respect of the sale of the products. NRL will not be liable to bear such expenditure under any circumstances whatsoever.
15. The Distributor shall be solely responsible for any breach or contravention by himself, his employees, agents or sub-agents or any Act, Rules, Regulations or bye-laws of the Central and/or State Government and/or Municipal, Local and/or other authorities as may be applicable to the business including without prejudice to the generality of the foregoing the concerned authorities respectively appointed under the Petroleum Act, Packaged Commodities Act, 1977, Payment of Wages Act, Shops and Establishment Act, 1977, Factories Act and the Workmen's Compensation Act, the Explosives Act, Weights and Measures Act or any other Act or Statutory Rules, Regulations or bye-laws made thereunder and/or applicable from time to time to the business of storage and sale of products and persons engaged in connection therewith and NRL shall not be responsible in any manner whatsoever for any liabilities arising out of non-compliance by the Distributor with the same.
16. In all contracts, engagements or transaction entered into by the Distributor with his customers for the same products or otherwise, the Distributor shall act and shall always deemed to have acted as principal and not as an agent or on account of NRL.
17. The grant of any credit by the Distributor to his customers shall be at his own risk and shall not in any way affect the Distributor's liability to NRL.
18. The products supplied to the Distributor shall be in accordance with proprietary specifications as may be in force at the relevant time and as adopted by NRL from time to time subject to deviations and modification thereof. The Distributor shall take every possible precaution against contamination of the products by things injurious to their quality and shall not in any way directly or indirectly adulterate or alter the specification of the products as delivered. The Distributor shall market NRL's products under the nominated names only and in the original specifications and not change or compound and make more products and market the same with or without using NRL's name. NRL shall have its right to draw samples as and when necessary of the products held at the Distributor's premises at any time for testing for quality control and check malpractices of the products marketed by NRL and lying with the Distributor. The opinion of NRL's Officer or its representative for the time being at Numaligarh as to whether any product of NRL has been contaminated and/or adulterated shall be final and binding upon the Distributor.

In the event the said Officer finds that the contamination and/or adulteration of products has been due to any act or default or negligence of the Distributor or of his servants or agents, NRL shall have right without being bound to do so, remove the contaminated / adulterated product and to destroy or otherwise deal with the same without making any payment thereof to the Distributor and without prejudice to NRL's right to terminate this Agreement forthwith. The decision / finding of the said Officer or his representative in this regard shall be final, binding and conclusive.

The expression said Officer shall refer to the incumbent from time to time of that officer and shall include any officer of NRL Marketing Function in question whatever be his designation, if any.

19. The Distributor shall not do any act or omit to do any act whereby NRL's rights in its trademarks or any of them may be jeopardized. The Distributor shall not at any time claim or have any right in any of the trademarks or any other intellectual property of NRL and shall promptly convey to NRL any information obtained or received by him / her regarding any infringement of any intellectual property of NRL or use by any person, firm or company of any trademark which may be confusingly similar to any of the trademarks of NRL. The Distributor shall not use any trademark of NRL except as may be specifically allowed in writing by NRL at its sole discretion.
20. The Distributor shall promote, distribute and sell Numaligarh Refinery Limited's products. In furtherance of this obligation, but without limitations the Distributor has to :
 - (a) Manage its Distributorship so as to maintain and enhance the public acceptance of NRL's trademarks and Numaligarh Refinery Limited's products.
 - (b) Promote Numaligarh Refinery Limited Marketing Programs and Philosophy to aggressively sell NRL's products through co-operation with NRL and through Distributor's own philosophy, development and implementation of its own related sales, advertising, promotional and technical programs of Numaligarh Refinery Limited's products.
 - (c) Manage Distributorship so as to meet or exceed Numaligarh Refinery Limited's high standards of products, quality and customer service.
 - (d) Refrain from conduct that will directly or indirectly, cause any injury or damage to the Goodwill or Reputation of Numaligarh Refinery Limited's products or to Numaligarh Refinery Limited.
 - (e) Maintain a properly trained sales force of adequate size to represent and promote effective sale of Numaligarh Refinery Limited's products.
21. The Distributor shall at all times faithfully, promptly and diligently observe and perform and carry out at all times all directions, instructions, guideline and orders given or as may be given from time to time by NRL or its representative(s) on safe practices and marketing discipline. The Distributor shall scrupulously observe and comply with all laws, regulations and requisitions of the Central/State Government and of all authorities appointed by them or either of them and/or any other local authority with regard to the safe practices.
22. (a) The Distributor shall indemnify and hold harmless NRL from all losses, damages, claim, suits, legal proceedings or actions which may arise out of or result from any loss or injury to any person of property or from violation of any statutory enactments, rules and regulations or other written orders or other laws caused by or resulting from non-observance by the Distributor of any of the terms contained herein.

- (b) The Distributor shall at all times indemnify and keep indemnified NRL, its officers, employees and agents against all losses, damages, liabilities, suits, actions, legal proceedings, claims by the Central/State Government and/or by any customers of the products and/or by any other third party as a result of or in consequence of any action or omission of whatsoever nature of the Distributor, his servants or agents including without prejudice in the generality of the foregoing any accident or loss or damage/injury to life and/or property arising out of the storage, handling and/or sale of the products or attributable to the use of his business premises whether or not such act or omission or accident or loss or damage was due to any negligence, want of skill or any misconduct of the Distributor and/or his servants or agents.
23. The Distributor shall not purchase, obtain or otherwise acquire possession from any person, firm or company any product used, stocked or sold by the Distributor in or in connection with distribution business in the products hereunder without the previous consent in writing of NRL, which consent NRL may refuse, vary or withdraw at any time or from time to time at its entire discretion.
24. The Distributor hereby undertakes to take the consent of NRL before selling and distributing the products of any other Oil Company or producer.
25. The Distributor shall keep and maintain such records of stocks, sales etc. as may be prescribed by NRL from time to time and to submit the same for inspection on demand by any officer of NRL. The Distributor shall submit to NRL such records at such intervals as the NRL may from time to time specify in writing.
- All correspondence, accounts, returns of stocks and sales and such other documents as may be required by NRL shall be made written neatly and correctly in English language and all accounts shall be produced for inspection of NRL's representatives at any time when called upon by them to do so.
26. The Distributor shall not make any change in the constitution of his/her firm without prior written consent of NRL.
27. The Distributor shall not sell, assign, sublet, mortgage, charge or part with or otherwise transfer his/her interest in the distributorship or the right, interest or benefit conferred on him/her to any person, firm or company except to the extent specifically permitted in writing by NRL.
28. The Distributor will provide and maintain the standards of courtesy and service for the public in all respects as required by NRL from time to time and at all times to NRL's complete satisfaction so as not to alienate any of NRL's customers.

29. The Distributor will provide and maintain Platform type 100 Kg. Weight Weighing Scale of standard type duly verified and stamped by Weights and Measure Department at the Storage Go-down and Showroom. The Distributor will also weigh each and every bag of Paraffin Wax before supply to customers, in case any customers requests for the same.
30. NRL reserves the right without reference to or consent of the Distributor to appoint one or more additional Distributors in the same town/area or locations and such additional distributors shall be entitled to make sale of the products in the same town, area or locations without any objection from the Distributor.
31. In the event of determination of excess product available with NRL at any point of time, NRL reserves the right to sell to any entity/customer at commercial terms as deemed fit by NRL without reference to or consent of the Distributor.
32. Notwithstanding anything else contained in the agreement, NRL shall be at liberty to terminate this agreement forthwith upon the happening of any of the following events/ conditions :-
 - (i) If the circumstances as described in the above clause occur,
 - (ii) Upon the death of the Distributor, if the Distributor be an individual;
 - (iii) The adjudications or insolvent of the Distributor.
 - (iv) The partition of the Hindu Undivided Family, if the Distributor be a Hindu Undivided Family;
 - (v) The dissolution of the partnership firm or death or adjudication as insolvent of any partner of the firm, if the Distributor be a partnership firm;
 - (vi) The liquidation, whether voluntary or otherwise or the passing of an effective resolution of winding up, if the Distributor be a partnership firm/company/co-operative society.
 - (vii) If any attachment is levied and continues to be levied for a period of seven days upon the effects of the Distributor or of any individual partner for the time being of a Distributor firm or any member of the Distributor Co-operative Society.
 - (viii) If a Receiver is appointed of any property or assets of the Distributor or of any partner in the Distributor's firm or of any member of the Distributor's Co-operative Society and is not discharged within seven days of the date of such appointment.

- (ix) If the Distributor shall for any reason make default in payment to NRL in full of his/her outstanding as appearing in NRL's books of accounts beyond four days of demand by NRL.
- (x) If the Distributor shall be found to have contaminated, adulterated or tampered with the quality of the products sold by NRL.
- (xi) If the Distributor does or authorize or permits to be done any act which is against the interest of NRL or damages the image of NRL.
- (xii) If the Distributor fails to observe any of the terms of this agreement.

NRL right to terminate this agreement under the terms of this clause shall be without prejudice to and without affecting any of its rights and remedies against the Distributor.

33. The supply / sale of the products by NRL to the Distributor pending expiry of any notice off termination or after any act, contravention or omission by the Distributor entitling NRL to terminate this Agreement shall have become known to NRL shall not in any way prejudice or affect the right of NRL to enforce the termination of this Agreement.
34. On the termination of the Agreement, should there be any money due to NRL, the Distributor undertakes to pay the same forthwith to NRL. A certificate of the amount payable by the Distributor and signed by NRL's officials not below the rank of Manager for the time being at Guwahati shall be final and binding upon the Distributor.
35. The Distributor shall not at any time during the continuance of this Agreement pledge the goodwill / credit of NRL.
36. All notices required to be given and approvals required to be obtained here under shall be given and obtained in writing. All notices required to be served by either party hereto upon the other shall be deemed properly served if delivered, in case of NRL, at its Registered Office at Guwahati herein above mentioned or sent by Registered Post to its said office or vide email , and in the case of the Distributor, if sent by post or delivered by hand at his/her place of business or vide email herein above mentioned or passed thereat.
37. The Distributor shall ensure that neither he/she nor his/her employees, servants, partners contractors shall at any time, whether during the period of this Agreement or after termination divulge or make known to any person any confidential information connecting the accounts, secret processes or any other particulars in any way relating to the products and business of NRL and the Distributor shall indemnify and keep indemnified for any loss, damage caused to NRL due to omission to observe this condition.
38. The Distributor shall not hold himself/herself out as NRL's Agent to any outside/third parties.

39. Any acquiescence or waiver by NRL of any delay, breach or default committed by the Distributor shall not be deemed to be or considered as stopped against NRL or prevent NRL from exercising any of its rights under any of the provision of this Agreement.
40. If any dispute and/or difference shall at any time arise between the parties to this agreement in relation to any clause(s) or matters herein contained or their respective rights/claims, or liabilities hereunder or otherwise in relation to or arising out of this Agreement, such disputes and / or differences shall be settled mutually through discussion between the parties in the first instance, failing which the same shall be resolved through Arbitration under Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof. Each party will nominate one person to act as Arbitrator and the two Arbitrators so nominated will select the third and Presiding Arbitrator to adjudicate the dispute. The arbitrators so nominated / selected shall not be disqualified to act as such Arbitrators under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof. Subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof, the award of the Arbitrator or the Arbitrators, as the case may be, shall be final, conclusive and binding on both parties to the Agreement.
41. The parties hereby agree that the courts in the town of Guwahati, in the State of Assam alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any awards made by the Arbitrator here under shall be filed in the concerned courts of the aforesaid town only.

The stamp duty, registration charges and/or any tax or duty payable on any document to be executed in pursuance of this Agreement shall be borne by the Distributor alone.

42. **VALIDITY AND TERMINATION** :

42.1 **VALIDITY** :

This agreement shall be valid for a period of 5 (Five) years from the date of commencement i.e. from _____ till _____..

42.2 **TERMINATION DUE TO WINDING UP :**

Notwithstanding anything contained herein if either party shall be ordered or shall resolve to be wound up except in the case of merger or amalgamation or in like cases, this agreement shall automatically terminate without prejudice to the rights already accrued to the parties hereunder.

42.3 **TERMINATION PRIOR TO TERMS OF AGREEMENT :**

This Agreement can be terminated before expiry of its term by giving one month notice by the either party. The Distributor shall not claim any compensation, whatsoever, from NRL in the event the first party decides to terminate the agreement for any reason.

IN WITNESS WHEREOF NRL and Distributor have set their respective seal on the date and year first herein above written.

SIGNED BY

Signed, Sealed and delivered by
within named
For NUMALIGARH REFINERY
LIMITED Guwahati

Signed, Sealed and delivered by within
named
For M/s _____
Address: _____

Signature

Signature

By : (Name)

By : (Name)

Title : Designation

Title : Designation

Date :

Date :

Place:

Place :

WITNESS

WITNESS

1.

1.

2.

2.

CHECK LIST FOR SCRUTINY OF APPLICATIONS FOR SCRUTINY COMMITTEE

Regional office:

Location:

Region:

Sr. No. of the application form:

Name: Shri/Smt/Kumari _____

- | | |
|---|--------|
| 1. Has the application form been received within due date | Yes/No |
| 2. Proof of application fee submitted | Yes/No |
| 3. Is the application one proposing a Partnership | Yes/No |
| (a) If yes, proposed Partnership Deed submitted. | Yes/No |
| (b) The applications of other partner (s) clubbed together. | Yes/No |
| 4. Proof of age submitted | Yes/No |
| 5. Proof of educational qualification submitted | Yes/No |
| 6. (a) Financial documents submitted | Yes/No |
| (b) If yes, what is the amount | |
| 7. (a) Residential certificate submitted | Yes/No |
| (b) As per format | Yes/No |
| 8. (a) Affidavit on conviction or criminal charges submitted | Yes/No |
| (b) As per format | Yes/No |
| 9. (a) Photograph affixed | Yes/No |
| (b) Signed | Yes/No |
| 10. (a) Affidavit on non-termination of dealership/distributorship due to malpractice submitted | Yes/No |
| (b) As per format | Yes/No |
| 11. Does the applicant have a turnover of Rs. 20 Crore per annum Except for Rs. 15 Crore/Rs.3 Crore per annum in ER/NE | Yes/No |
| 12. (a) Comprehensive Affidavit from (Individual/Partnership/Company/organized body/Govt. Entity Co-operative Societies regarding all the members | Yes/NA |
| (b) As per format | Yes/NA |
| (c) Are the following documents enclosed- | |
| - Resolution of Co-operative Society/organized body/Govt. Entity/ Company | Yes/NA |
| - List of members of Co-operative Society | Yes/NA |
| - Certificate of registration of Co-operative Society/organized body/ Company | Yes/NA |

13. (a) Is the application completely filled in Yes/No
(b) If not, state what is not filled in

14. (a) Has any commitment (tie up) volume submitted Yes/No
(b) If yes, what is the tie up volume

15. Any other observation on application

16. Eligible Yes No

17. If not, why? (a) _____
(b) _____
(c) _____

(Signature)
Name and Designation of the Officer
Scrutinising the application

Place:

Guwahati:

COUNTERSIGNED BY:

NAME & SIGNATURE

ELIGIBLE/INELIGIBLE

DGM(MKTG)

DATE:

NUMALIGARH REFINERY LIMITED

Field Investigation Report (FIR)
(In Duplicate)

(To be carried out by 2 Officers within two weeks time of receipt of merit panel)

Location :

District : **State** :

Type of Distributorship :

1. Full Name of the Applicant :
2. Residential / Permanent Address :
3. Permanent Address :
4. Present Occupation :
5. Present Income per annum :
- 6, **Financial Capabilities** :

(a) Cash at Bank as on _____ Rs.

<i>Name of the Bank</i>	<i>Type of Account / Deposit</i>	<i>Amount (Rs.) application form</i>	<i>Amount (Rs.) at FIR</i>	<i>Name of A/C holder & Relation to the Applicant</i>

(b) **Other Sources of Income / Finance (like business income, agricultural income, loans, interest income etc.**

(c) **Details of other assets owned (immovable properties like land, buildings, moveable properties like vehicles etc.**

(d) **Business / Credit Reference** :

7. Capability to arrange the Go-down :

Site :

Ownership details :

Size and dimension of the plot :

Attach a sketch of the plot :

Whether the site is suitable for storage
of Paraffin Wax :

8. Local Reputation :

9. In case any information given in the application is found to be at variance from your findings, please give particulars.

The above information has been verified by me personally based on the date contained in the application.

Officer – 1

Officer – 2

Place :

Date :

- Note :**
1. The statements made in application form should be compared with the documents provided by the candidate. All originals must be checked to establish authenticity.
 2. Any information given in the application which is supported by an affidavit is not required to be verified.
 3. Minimum two officers to carry out the FIR.

- (a) 1st copy to NRL Office, Guwahati
- (b) 2nd copy to be retained by Investigating Officers.