

BUSINESS RULE DOCUMENT

SALE OF 170MT (ONE HUNDRED SEVENTY MT) BROKEN/CONTAMINATED WAX on 05.01.2023.

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PART – 1

Part A : Summary of Schedules of Activities

Particulars	Remark
Date of Auction	05-01-2023 (from 11:00 AM to 01:00 PM)
Date & Time of Inspection	FROM: 27.12.2022 to 02.01.2023 BETWEEN 09.00 AM to 3.00 PM
Last date to receive Registration and EMD for participation	03.01.2023 upto 3:00 PM
Last date to receive Process Compliance Form (Annexure II)	03.01.2022 upto 4:00 PM
Time for deposition of Security Deposit	Within 05 (Five) working days from the date of issue of Sale Intimation letter
Time for deposition of Full amount	Payment against entire quantity (including taxes and duties as applicable) have to be deposited within 7 (Seven) working days from the date of issue of Sale Intimation
Time for deposition of Full amount with penalty	For late payment, maximum 3 working days shall be allowed on payment of 1% of full material value as penalty
Delivery Schedules:	
Customer bid for quantity upto 100 MT	- 07 working days
Customer bid for quantity above 100 MT and upto 300 MT	- 14 working days
Customer bid for quantity above 300 MT	- 21 working days
Note:(1) Additional 10 Calendar days (after expiry of Delivery Schedule) shall be allowed on payment of ground rent@ 0.1% (zero point one percent) of the value corresponding to non-lifted quantity of the lot per day. The lifting schedule shall be counted with effect from the date of issue of delivery order.	
(2) Working dues for deposit of dues shall exclude Bank Holidays	
Minimum quantity off take	Minimum bid quantity will be 25 MT and additional volume will be in multiple of 5MT
EMD	- Rs 62,500.00 per 25 MT
<u>Submission of Declaration by successful bidder</u> for carrying out obligations as per terms & conditions prescribed in the e-auctions :	To be submitted to auctioneer (M/s e-Procurement Technologies Limited (EPTL)) immediately after receipt of Sale Intimation Letter (Annexure III).

Part-B Particulars of Seller auction details

SELLER'S NAME	Numaligarh Refinery Limited Numaligarh Refinery Project Dist.: Golaghat, Assam, India PIN- 785699 (herein after termed as NRL)
AUCTION TO BE CONDUCTED BY	e-Procurement Technologies Limited (EPTL) (Procure Tiger) A -201 / 208, Wall street 2, Opposite Orient club, Near Gujarat College, Ellis Bridge Ahmedabad, 380006 Phone: +91 79-6813-6834 E-mail: ashish.sharma@eptl.in ; Web site: https://eprocure.abcprocure.com (herein after termed as EPTL)
DATE & TIME OF AUCTION	Auction Date : 05.01.2023 Online Forward Auction Time : 11:00 AM to 01:00 PM (Auto Extension as Applicable) Auction website : https://eprocure.abcprocure.com
DATE & TIME OF INSPECTION	FROM: 27.12.2022 to 02.01.2023 BETWEEN 09.00 AM to 3.00 PM

Important Notes to Operate Website:-

As per the new Inter-operability guidelines released by Controller of Certifying Authorities (CCA), the Secured Socket Layer (SSL) certificate for a e-procurement application is generated on a new algorithm, SHA2. Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm compliant. For the same, the users have to ensure that they have Windows Vista / Windows 7 installed in their respective PC / Laptop.

Part C : Quality specifications

BROKEN/CONTAMINATED PARAFFIN WAX WITH THE FOLLOWING PARAMETERS

Sample details	Oil Content (%wt.)	ASTM colour	Melting Point (°C)	Impurities(vol.%)
Sample 1	0.60	2.5	62.0	20.0
Sample 2	1.16	2.5	61.8	0.40
Sample 3	0.96	2.0	62.0	1.00
Sample 4	0.45	0.5	61.6	0.05
Sample 5	0.59	0.5	61.6	1.50

- Average oil content is the result of the sample collected randomly from different location and layers of broken wax storage yard.
- Colour may change gradually as it is exposed directly to open atmosphere.

Annexure – I :CATALOGUE

The details of sale of **BROKEN / CONTAMINATED WAX** by Numaligarh Refinery Limited and the Auction Start Time & Close Time is as follows:

DATE & TIME OF AUCTION	Auction Date : 05.01.2023 Online Forward Auction Time : 11.00 AM to 01.00 PM (Unlimited Auto Extension) : Auction website : https://eprocure.abcprocure.com			
Item	Start Price/ MT (Rs)	Bid Increme nt in INR	EMD in INR per 25 MT	Bid Time
Item: BROKEN / CONTAMINATED WAX, Total Quantity: 170 MT Note : Rate to be quoted per MT basis. <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 : i) GST will be at 18 % ii) TCS @ 0.1% Note: All taxes as applicable shall be extra. Transportation in buyer's scope. Loading /Unloading in buyer's scope. Material will be sold as "As is where is Basis" . Packing will be arranged by buyer only.	May be displayed during auction	or its multiple	62,500.00	11.00 AM to 01.00 PM



PART - II

Part E : Procedure for Registration

Perspective bidders shall do online registration in the website of the auctioneer M/s EPTL with valid documents mentioned below:-

1. Company PAN Number
2. Excise Registration, VAT / TIN Number/ CST/**GST Registration details** & PAN Card.
3. Address Proof
4. Photo of authorized person – 1 copy.
5. Industrial registration certificate/ Factory License
6. Income-tax return (for immediately completed proceeding financial year).
7. Valid trade license.

Note for Auctioneer: A set of all the above documents of the successful bidder only along with Annexure-II and Annexure-III must be sent to NRL via e-mail to sunny.more@nrl.co.in before issue of Sale Intimation Letter.

Part F :Eligibility Criteria

- a) Bidders should have completed online Registration as mentioned in Part-E
- b) Bidders should have valid documents as mentioned in Part-E
- c) Must have deposited EMD for the requisite quantum by cut-off date
- d) The buyers will be responsible for ensuring to keep the registration valid, and for the purpose, the buyers will keep all the documents mentioned above valid throughout the period right from bidding up to completion of lifting. In the event of expiry of any of these documents, the registration will automatically become dormant and during the period of dormancy, the buyer will not be allowed to participate in bidding and release of PARAFFIN WAX will be kept suspended. Such suspension of release of PARAFFIN WAX will be treated as a failure on the part of consumer / bidder and the proportionate EMD equivalent to the failed quantity shall be forfeited. The registration will however be restored and thereafter participation in the bidding will be allowed after submission of the valid document(s) / extension of the validity of the document(s) and PARAFFIN WAX releases/lifting will be allowed.

Part G: Procedure for e-auction

Business Rules for ENGLISH FORWARD AUCTION (YANKEE)

1. **M/s e-Procurement Technologies Limited (EPTL)** shall arrange to train your nominated person (s), without any cost to you. They shall also explain you, all the Rules related to the ENGLISH FORWARD AUCTION (YANKEE) / Business Rules Document. You are required to give your compliance on it before start of bid process.
2. Computerized ENGLISH FORWARD AUCTION (YANKEE) shall be conducted by **Numaligarh Refinery Limited** 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 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 ENGLISH FORWARD AUCTION (YANKEE) successfully. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.

3. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies at per the rates quoted, **Numaligarh Refinery Limited** and / or **M/s e-Procurement Technologies Limited (EPTL)** shall take action as appropriate.
4. **AUCTION TYPE: Online ENGLISH FORWARD AUCTION (YANKEE)**
5. **Starting Bid/Bid Increment:** Please note that the start price for sale of PARAFFIN WAX in the online forward auction MAY OR MAY NOT 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 in case, it is displayed. 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 if the total auctioned quantity exceeds the total bid quantity among all the bidders.**
6. **BID PRICE, BIDDING CURRENCY, and UNIT OF MEASUREMENT:** Bidders have to quote prices as per agreement with **Numaligarh Refinery Limited.**
7. **Auto Extension Rule:** Online English Forward (**no ties**) Auction shall be for a period of **Two Hour.** If a bidder places a valid bid in the last 05 minutes of closing of the ENGLISH FORWARD AUCTION (YANKEE) and if that bid gets accepted, then the auction's duration shall get extended automatically for another 05 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a valid bid comes in those last 05 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 05 minutes. In case, there is no bid in the last 05 minutes of closing of ENGLISH FORWARD AUCTION (YANKEE), the auction shall get closed automatically without any extension. The auto extension by 05 minutes will be for **unlimited time.** Such extension will be allowed to continue till no quote is placed within 05 minutes of the last quote. **However; vendors 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.**
8. During the ENGLISH FORWARD AUCTION (YANKEE), if no bid is received in the auction system/website within the specified time duration of the ENGLISH FORWARD AUCTION (YANKEE), then **NUMALIGARH REFINERY LIMITED**, at its discretion, may decide to revise the auction's Opening Price / scrap the online ENGLISH FORWARD AUCTION (YANKEE) process.
9. You shall be assigned a **Unique User Name & Password** by **NUMALIGARH REFINERY LIMITED(or) M/s e-Procurement Technologies Limited (EPTL)** and In Case if you have registered your profile from your end then Kindly contact us for your **PROFILE Approval.** You are advised to **change the Password** and edit the information in the Registration Page after the receipt of initial Password from **M/s e-Procurement Technologies Limited (EPTL)** to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been

made by your company. Once you receive the User Name and Password, please edit / view your profile under setting menu from the website after login.

10. You are required to submit your acceptance (Process Compliance Form (PCF) —Annexure II) to the terms/ conditions/ modality given in this document before participating in the ENGLISH FORWARD AUCTION (YANKEE). In PCF document, PI, do not change / edit or delete the clauses, which has been given in this document. Bidder needs to submit the same format to the service provider or NUMALIGARH REFINERY LIMITED as it is. In addition, if any changes found in submitted PCF or in this Business Rules Document before or after completion of the ENGLISH FORWARD AUCTION (YANKEE) then NUMALIGARH REFINERY LIMITED/ Service provider may take an appropriate action.
11. **BID PRICE:** The Bidder has to quote the Basic Price (per MT) excluding taxes and duties as applicable and subsequently at an increment of Rs.10.00 or its multiple.
12. **BEST BIDDING PRICE :** (May not activate if floor price is given) At the end of the Forward Auction, the screen will remain open for five minutes only. All bidders will be given additional 5 minutes to bid their best bidding price. The best bidding price by the bidders should be more than their respective last bidding price and they will be permitted to bid only once.
13. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Forward – No ties Auction:
 - Highest Bid in the Auction
 - Bid Placed by him
 - Rank of the respective bidder -optional
 - Bid Increment Value
 - Reserve price, if displayed.
14. **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.
15. **To participate in Forward Auction:**
 - a. Open website and Click on Login (Top of the Right side): <https://eprocure.abcprocure.com>
 - b. Click on “Auction” on left side menu bar
 - c. Click on “Search Auction”
 - d. Click on “Click here to Bid” in your auction
 - e. Click on check box and then click on “I Agree”. Bidder has to accept to the Terms & Conditions. (After accepting to the terms & conditions of the company, only you can be able to bid).
 - f. After accepting to the terms, you will be taken to the auction-listing page where you will be able to see all the details about the auctions. E.g. Timing of auction, auto extension if applicable, Start Price, Increment value, etc...

- g. Click on “Bid” button after entered your valid bid in the respective column. ***(The Bidders have to quote their respective Values in those Columns only whose Background color is YELLOW).***
 - h. On clicking on “Bid”, the System will prompt for a Confirmation of the Bid.
 - i. The bidder has to click on “YES” button in the Confirmation Message to proceed further or “NO” to go back again to the Bidding screen.
 - j. Based on the bid submitted by the Bidder, the System will Accept / Reject the Bid. If the Bid is rejected, the system will display an appropriate message.
 - k. You can see your Bid Value and the Highest Bid Value for a particular line item after bidding once.
 - l. If you need any assistance then keep in touch with e-Procurement Support Team.
16. **Mock Training/Demo:** Further Training with a Mock e-Auction will be held during office hours through calls or mail. Bidders, who got training should send their confirmation of receipt of training by sending the filled PCF for receipt of training to the M/s. e-Procurement Technologies Limited. All participants are requested to participate at Mock e-Auction to be acquainted with the e- Auction system.

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 suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of **NUMALIGARH REFINERY LIMITED** to any other party.
- **NUMALIGARH REFINERY LIMITED**’s decision on award of Contract shall be final and binding on all the Bidders.
- **NUMALIGARH REFINERY LIMITED** along with e-Procurement Technologies Ltd., Ahmedabad can decide to extend, reschedule or cancel any Auction. Any changes made by **NUMALIGARH REFINERY LIMITED** and / or e-Procurement Technologies Ltd., after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- E-Procurement Technologies Ltd. shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- E-Procurement Technologies Ltd. is not responsible for any damages, including damages that result from, but are not limited to negligence.
- E-Procurement Technologies Ltd. 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.

- In case of website operating, Bidding Process Related, or Training Query, vendors must have to resolve the same before the Event Date and time by contacting to e-Procurement Support Team via mail or call during working hours. For Training, purpose one Demo e-Auction is created on website, for further clarification feel free to call us.
- To participate in Event, vendors must have to arrange and do the system configuration in Computer System as per “Minimum System Requirement” document before participate. This document can be downloaded from the homepage of the e-Auction portal or Contact us. It is vendor’s responsibility to comply with the system requirements: hardware, software, Internet connectivity at user premises to access e-Tender / e-Auction portal smoothly. E-Procurement Technologies Limited is not responsible for non-compliance for the above by vendor.

Note: You are required to submit your acceptance (**Process Compliance Form (PCF)**) to the terms/ conditions/ modality given in this document before participating in the ENGLISH FORWARD AUCTION (YANKEE).

N.B.

- All the Bidders are required to submit the Agreement Form (Annexure- II) duly signed to M/s e-Procurement Technologies Ltd, Ahmedabad before start of the auction.

After the completion of the Auction event, all the Bidders have to submit the Price Breakup immediately to M/s e-Procurement Technologies Ltd, Ahmedabad for further proceedings.

Part H : Methodology for quantity allocation:

e-Bidding Process and quantity allocation logic

- e-Auction being conducted would be ‘Yankee’ auction, where bidders should have to offer rate and quantity both
- Bidding start price and minimum increment value will be available on the screen
- Total quantity put on sale will be available on the screen
- Minimum and Maximum quantity allowed to the respective bidders will be available on the screen
- Current ‘H1 Bid’ will be available on the screen
- Bidder’s own last accepted bid will be available on the screen
- During the live bidding, Current Rank of the bidder will be available on the screen
- During the live bidding, “Provisionally allocated quantity” and “Remaining quantity” will be displayed on the screen
- Bidder can offer the quantity in between Min. and Mix. limit configured for them. Any quantity below Min. and above Max. will be rejected by the system
- Bidder’s first bid should be as per “First bid acceptance condition” only. Below the same, system will not accept.
- Based on quoted rate and offered quantity, system will generate rank for the bidder along with ‘provisionally allocated quantity’.
- During the live auction, bidder’s rank and provisionally allocated quantity might change since

all bidders can revise their rate and quantity for 'n' number of time.

- Each bidder can revise their bid by improving their offered quantity or by increasing the rate which will be appeared on their screen with 'Provisionally allocated quantity'.
- During the e-auction, bidders cannot revise their bid by reducing their rates.
- Bidders can revise their bid by increasing the quantity, at the same quoted rate.
- E-Auction will be scheduled for **2 hour**
- There will be auto extension condition where if any valid bid is received **in last five minutes** then the e-auction bidding end time will get auto-extended **by five minutes**.
- Auto-extension **will take place for unlimited time** as per above mentioned condition.
- e-Auction will be closed if any valid bid is not received **in last five minutes**.

e-Bidding Ranking Rule and Quantity Allocation Logic

- During the live bidding and after completion of auction, system will generate rank for each bidder on their last accepted bid.
- System will give the preference to highest price for ranking and allocate the quantity accordingly
- If there is tie on rate, system will check the offered quantity for same price and higher offered quantity will get preference for rank
- If there is tie on same rate and offered quantity both then system will generate the rank on first come first serve basis.
- Winning bidders will get the order for final quoted rate and 'provisional allocated quantity' but not for his/her offered quantity.

Example to explain the bidding process, Ranking rule and quantity allocation logic

Item	SALE OF 100 (One Hundred) MT of Broken Wax
Start Price	2500
Quantity	100000
UOM	MT

Bidder Name	Last Quoted Rate	Last Quoted Quantity	Date and Time of Last Accepted bid	Rank	Allocated Quantity	At Rate
Bidder 4	2710	25000	13-1-2022 12:16:32	1	25000	2710
Bidder 2	2705	25000	13-1-2022 12:18:01	2	25000	2705
Bidder 7	2705	20000	13-1-2022 12:16:10	3	20000	2705
Bidder 6	2695	17000	13-1-2022 12:17:42	4	17000	2695
Bidder 10	2695	17000	13-1-2022 12:17:55	5	13000	2695
Bidder 9	2695	17000	13-1-2022 12:18:25	6	-	-
Bidder 3	2650	15000	13-1-2022 12:10:10	7	-	-
Bidder 5	2640	15000	13-1-2022 12:12:16	8	-	-

Bidder 1	2620	35000	13-1-2022 12:11:33	9	-	-
Bidder 8	2610	50000	13-1-2022 12:08:00	10	-	-

For Online ENGLISH FORWARD AUCTION (YANKEE) configuration & its processing, please contact e-Procurement Support Team for detail information & guidance related the same.

Provisional allocation of quantity will be carried out after completion of the e-auction on descending order of bid price on following basis only.

- Bidders may be allocated any quantity, less than his bid quantity depending upon the allocation methodology and such allocated quantity will be binding on the bidders.
- If two or more bidders bids for the same price, then preference shall be given to the bidder quoting for higher quantity.
- If two or more bidders bids for the same price and quantity, then preference shall be given to the bidder quoting first. However, if adequate quantity is available having the same quality from the same lot, allocation may be given to all bidders which may exceed the quantity mentioned in the BRD.
- The same buyer can get more than one allocation at different rate depending upon the eligibility of the buyer and available quantity.
- The total allocated quantity may exceed the quantity specified in the BRD.
- Allocation of quantity against the bids received in the auction is subject to approval of NRL Management and on allocation the same shall be binding on the bidders.
- Seller shall identify stock yard from where shifting of PARAFFIN WAX shall be carried out by buyer for subsequent loading into trucks.
- Once the quality of PARAFFIN WAX to be loaded is agreed to the satisfaction of buyer, seller shall not take any liability for any issue related to specification after loading into trucks. Buyer will stick to exact demarcated material at source for shifting and as and where basic subsequent evacuation.
- Successful bidders who is allotted quantity by NRL **for the first time** will be required to forward duly filled in sealed and signed NRL customer codification format placed in **Annexure IV (a)** along with Sales Intimation Letter to NRL through EPTL within one day of receipt of Sales Intimation Letter. Existing NRL customers are not required to fill **Annexure IV(b)**.
- Determination of billing quantity:**

Billing quantity is the net loaded quantity after deducting the empty cartoons/bag weight as calculated below;

$\text{Billing quantity} = \text{Net weight} - \text{No of cartoons/bag} \times \text{Weight of an empty cartoon}$
--



Net weight = Gross weight – Tare weight (measured in weigh scale).

The number of cartoons loaded shall be calculated programmatically from the quotient of the net weight measured in weigh scale and the weight of the packaged slab rounded to the nearest integer as given below:

No of cartoons = Net weight measured in weigh- scale/ Weight of packaged slab.

Where “Weight of packaged slab” = 25 kg + weight of an empty cartoon

Total weight of Empty Carton loaded may vary within the range of +/- (300-700)gm/MT .

Note: If the buyer of scrap/broken wax doesn’t use any bag/cartoon for packaging and load directly the scrap/broken wax in the truck, in that scenario billing quantity will be equal to the net weight of the scrap/broken wax.

Part I : Location & Mode of Delivery

The product will be delivered from Numaligarh Refinery Marketing Terminal, Numaligarh. Seller shall facilitate gate pass etc. on production of necessary documents by buyer as per NRL’s requirements.

Mode of delivery: Road. **Truck to be arranged by customer/buyer and shall be at buyers cost.**

Loading shall be arranged by buyer and shall be at buyers cost.

Part J :Delivery Schedule

Customer bid for quantity upto 100 MT - 07 working days

Customer bid for quantity above 100 MT and upto 300 MT - 14 working days

Customer bid for quantity above 300 MT - 21 working days

The lifting schedule shall be counted with effect from the date of issue of delivery order.

Part K :Conditions Of Delivery

Lifting will be allowed against advance payment only.

On receipt confirmation about full/total payments (along with total statutory taxes & duties and corresponding declarations, as applicable) by the buyer, STL shall issue Delivery Order to the buyer under intimation to NRL immediately.

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

The deliveries shall be made on “**as is where is**” basis from Numaligarh Refinery Limited,

Numaligarh, Assam. Packing will be arranged by buyer.

The buyers shall produce the authorization / identification letter issued by the Auctioneer along with original delivery order while reporting to NRL for lifting the concerned lot.

If the buyer fails to lift the material as per **delivery schedule** as stated above, he shall be allowed to lift the material with application of Ground Rent Charges @ 0.1% (zero point one percent) of the value corresponding to non-lifted quantity of the lot per day w.e.f. 1st calendar day till 10th calendar days [after expiry of delivery schedule] unless stated otherwise.

After effecting payment, if the buyer fails to take delivery of material within the stipulated period, the buyer shall be treated as defaulter and shall have no claim over the lot thereafter. The concerned Department of NRL shall cancel/ terminate the sale order and delivery order issued to him and shall forfeit the amount of security deposit and balance payments paid by him, under intimation to him and **EPTL** as per Clause (d) of "Part N: Payment Term".

NRL/**EPTL** shall not entertain any requests from the buyers regarding extension of payment period/ delivery period as stipulated in the Sale Order.

If the last day of the stipulated dates for payments/ deliveries happens to be a holiday/ Weekly off, the payments/ deliveries shall be allowed on the next working day without application of delayed payment charges/ ground rent charges for the last day of payment/ delivery.

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

Responsibility of deposition of taxes and duties to respective authorities will lie with NRL.

Buyer to make own arrangement for loading and transport : The buyer shall uplift the material corresponding to the lot purchased from the site of storage within the stipulated period as specified in the Sale Order. The buyer shall make his own arrangement for cutting/ loading/ transport. The buyer shall not be entitled to claim any facilities/ assistance/ transport from NRL.

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.

Delivery of respective lot shall be deemed to have completed only after issue of "No Objection/ No Due/ Completion Certificate" from the concerned Department of NRL.

In the event of lot basis auction, any material being found to be deficient in quantity, quality, size, measurement, number and weight or description from those stated in the list published on the website, the buyer shall have no claim against NRL or the Auctioneer nor shall the purchaser/buyer be entitled to seek any annulment of sale or claim for loss of profit, interest, damage or any other ground except for refund of a part of purchaser's money for the quantitative shortages in delivery and he shall be bound to remove the same from the site as good purchased by him. The weightments/ units indicated in the catalogue/ list are tentative and no guarantees assured for the same. In case of unit basis, amount against deficient in quantity only shall be refunded.

The buyer shall be responsible for any damages that may be caused to the premises of NRL while

dismantling, storage or removal of the lot(s) or items purchased by him and before removing such lots or items from NRL premises, the buyer shall be liable to pay the amount of damages assessed by NRL in this regard.

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.

Sale Orders and Delivery Challans shall be made in the name of actual buyer.

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.

Part L : Weighment

Delivery shall be on weighment basis and weighing shall be done at weighbridge of NRL/NRMT, shall be final.

Part M : Quality Determination

Seller shall identify the stock pile of PARAFFIN WAX and buyer shall carry out necessary laboratory test for satisfaction of the quality of product during Inspection by their authorized representative or appointed registered surveyor.

This activity shall be completed before schedule E-auction date to avoid any complications arising out of the quality issue. Once the stock pile is identified and samples are tested, no further correspondence on quality shall be made by either party.

If the bidder or authorized representative does not inspect the materials during the scheduled date as mentioned in the BRD, it will be presumed that the bidder accepts the quality of the material as mentioned in the Annexure 1 of the BRD.

Part N :Payment term

a. EMD deposit

Sr No	Particulars	EMD Deposit
1	Beneficiary Name	e-Procurement Technologies Limited
2	Bank Name	ICICI Bank Limited
3	Type	Current Account
4	Account Number	002405012757
5	IFSC	ICIC0000024
6	Branch	JMC House, Ahmedabad
7	MICR	380229002

b. Security money:

- i. The successful bidders have to deposit 10% of material value as security money in favour of NRL.
 - ii. EMD amount shall be adjusted with security deposit.
 - iii. Balance amount after adjustment of EMD, has to be deposited within 07 (Seven) working days from the date of issue of Sale Intimation letter through **RTGS** in favour of Numaligarh Refinery Limited.
 - iv. **Above Security Deposit shall be refunded after completion of lifting of entire quantity only.**
- c. Payment for material value:
- i. The rate offered by the bidder shall be considered as Basic Price per MT. All Taxes, Duties, **GST**, 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 **GST/VAT/CST/Excise/TCS** rates etc. as decided by Numaligarh Refinery Limited would be final and binding to the successful bidder and bidders cannot claim / dispute on this matter.
 - ii. Payment against entire quantity (including taxes and duties as applicable) have to be deposited **within 7 (seven) working days from the date of issue of Sale Intimation** letter through **RTGS** in favour of Numaligarh Refinery Limited.
 - iii. For late payment, maximum 3working days shall be allowed on payment of 1% of full material value as penalty.
 - iv. **Lifting shall be allowed only against full payment (including taxes and duties as applicable) made in advance.**
 - v. If the successful bidder fails to pay the requisite amount of materials value within the stipulated period mentioned above, the Sale Intimation Letter issued to the customer/buyer shall be treated as cancelled and the customer/buyer shall have no claim over the lot thereafter.
EMD/SD shall be forfeited with due notice to the concerned bidder. The lot may be re-offered for e-auction at the discretion of the auction committee of NRL.
 - vi. On receipt of full payment including 10% Security Deposit, within the stipulated period, auctioneer shall issue Delivery Order for the respective quantity immediately under intimation to NRL.
 - vii. All Payment (**except** EMD) has to be made through RTGS to NRL's account.
 - viii. All payments are to be made as non interest bearing.
- d. Forfeiture of Security Deposit in case of failure to off-take quantity allotted after making Payment:
- i. Tolerance of non-lift able quantity shall be considered as 10.00 MT (Ten).
 - ii. If the mom lifted quantity is above 10.00 MT, EMD/SD and material value corresponding to that quantity shall be forfeited.
 - iii. If the non-lifted quantity is below 10.00 MT, EMD/SD and corresponding material value shall be returned.

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	Swagata Square, 3 rd Floor, Near Rajiv Bhawan, A.B.C., G.S. Road, Guwahati – 781005
MICR Code	781002028
IFSC (RTGS/NEFT)	SBIN0004418
Branch Code	4418

Part O : 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 in that respect. The buyer shall have to pay the Sales tax on sale price for the purchased lot along with balance payment before depositing the balance sale amount. 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 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 will lie with NRL

Part P : OTHER CONDITIONS OF E-AUCTION SALE

1. The material as per the list declared on the Auctioneer's i.e. M/ **e-Procurement Technologies Limited (EPTL)** website shall be disposed off by way of e-auction through the Auctioneer's website and advertisement through news papers.
2. The prospective bidders may inspect the material offered for e-auction sale within stipulated period, at the site where the material is located. The bidders shall satisfy themselves about condition, quality, quantity, measurement etc. of the material which they intend to purchase. No complaints shall be entertained regarding description, quantity, size, measurement, number and weight of the material as the information given in the catalogue (Annexure I) is approximate and no warranty or guarantee shall be implied. Materials shall be sold on **"AS IS WHERE IS BASIS"** from **Numaligarh Refinery Limited, Numaligarh, Assam** and on the assumption that the bidders have inspected the material and know what they are buying, irrespective of whether the bidders have inspected the material prior to e-auction sale or not; the principle of **"CAVEAT EMPTOR"** shall apply. Error in the description/ 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.
3. For participation in the e-auction, the prospective bidders shall register themselves with the Auctioneer's website. Only registered bidders can participate in the e-auction. The bidders shall pay the 'Earnest Money Deposit (EMD)' for the lot to the Auctioneer prior to the e-auction. The amount of EMD (as per catalogue) shall be in the form of Demand Draft/ NEFT drawn in favour of **EPTL**.



4. On completion of e-auction proceedings & after receipt of e-auction statement from the Auctioneer, the NRL shall take decision in respect of acceptance or rejection of bids within 7 days of receipt of intimation from Auctioneer. 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 Letters** to the successful bidders of the respective lots under intimation to NRL, within two working days of receipt of confirmation from NRL.
6. No other special permission shall be granted in that respect once the list/ catalogue is displayed. However, express undertaking (Annexure III) shall have to be given by the buyer that he shall be liable to and shall have to remove all the items purchased within stipulated time. 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. EMD of the unsuccessful bidders in the e-auction shall be refunded immediately by the Auctioneer. The EMD of the successful bidders shall be transferred to NRL's account and the same shall be considered as Security Deposit amount and shall be released after completion of lifting only.
8. Buyer to comply with NRL HSE (Health, Safety, Environment) policy during entire operation of shifting and loading.
9. 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.
10. 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.
11. The Bidder shall not divulge either his Bids or any other exclusive details of NRL to any other party.
12. NRL's decision on award of Contract shall be final and binding on all the Bidders.
13. NRL along with **EPTL** can decide to extend, reschedule or cancel any auction. NRL can conduct re-auction within 05 working days of cancellation. Such re-auction intimation will be published on NRL/**EPTL** website.
14. NRL and/or **EPTL** shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
15. NRL and/or **EPTL** is not responsible for any damages, including damages that result from, but are not limited to negligence. STL 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.
16. In case of delay in lifting the identified product, seller reserves the right to sale the materials to other similar interested party or parties.
17. All the Bidders are required to submit the Process Compliance Form (**Annexure- II**) duly signed to M/s **e-Procurement Technologies Ltd**, as mentioned in Part A of Part I.

Part Q : FORCE MAJEURE

- a) If, at any time, during the term of this contract it becomes impossible for any Party to fulfill any of its obligations due to circumstances prevailing beyond the control of that Party such as strikes and/or lockouts, or reasons of any statute, rules, regulations, orders and acts of Governments, or war, civil commotion, riots, fire, or floods, droughts, epidemics or any other acts of God then the Party may be excused from performance of any of its

obligations under the contract whole or to the extent that its performance is interrupted or prevented by one or more of such events of Force Majeure.

- b) In such circumstances the Parties may agree to an adjustment to the agreed Schedule taking into consideration the amount of time lost due to the Force Majeure event(s). Provided, however, that the performance of this contract shall be resumed as soon as feasible after the Force Majeure event(s) has ceased or otherwise determined and all Parties obligations shall continue to be in force for the extended period.
- c) The reporting Party shall inform the other Party in writing by email given in Annexure V within 48 hours of the occurrence of the events Force Majeure and also as soon as it has ceased or determined.
- d) The reporting Party shall at the same time give the other Party their estimate of the effect on the delivery. In the event that the Force Majeure events continue for a period of more than one month, then each Party has the right to terminate the contract on mutually fair terms or the terms and conditions can be altered on mutually acceptable basis.

Part R : ARBITRATION

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 finally settled by Arbitration and the provisions of the (Indian) Arbitration and Conciliation Act, 1996 and the rules made there under and any statutory modification and reenactment thereof shall be deemed to apply and to be incorporated in this Agreement. The Arbitral Tribunal will be composed of a panel of three arbitrators, one to be appointed by the claimant(s) and one to be appointed by the respondent(s) and two arbitrators so appointed, shall appoint the third arbitrator who shall act as the Presiding Arbitrator. The award of the Arbitral Tribunal shall be final and binding on the parties. The venue of Arbitration shall be Guwahati, Assam and arbitration proceedings shall be conducted in English language and will be concluded within 3 months of appointment of the arbitrator

Part S : JURISDICTION

This contract is subject to the exclusive jurisdiction of the Courts at Guwahati, Assam.



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.(Procure Tiger)

A -201 / 208,Wall street 2,

Opposite Orient club,

Near Gujarat College, Ellis bridge,

Ahmedabad 380006

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

Dear Sir,

This has reference to the Terms & Conditions for the Auction mentioned in the e-auction document for sale of MT of RPC by Numaligarh Refinery Limited.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have read examined and understood the e-Auction documents pertaining to this event and have no reservations to the same.
- 3) We confirm that we have changed the password on the auction website and checked / edited our company details after first log in. We agree that we shall change the password on receipt by us and keep it confidential.
- 4) We have studied all the terms & condition, commercial terms, understood the e-Auction Business Rules documents pertaining to this event, and confirm our agreement to them.
- 5) We understand and confirm that Numaligarh Refinery Limited may cancel this event at any time, even after the completion of ENGLISH FORWARD AUCTION (YANKEE), without assigning any reasons.
- 6) We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time is over of the Online ENGLISH FORWARD AUCTION (YANKEE) Event.
- 7) We also confirm that we have taken the training on the e-auction tool and have understood the entire functionality of the same thoroughly including all scenarios & available features for bidding pertaining to e-auction event.
- 8) We confirm that Numaligarh Refinery Limited and EPTL (Service Provider) 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 e-auction event.
- 9) We, hereby confirm that we will honor the Bids placed by us during the auction process. Bid cannot be cancelled / withdrawn and you shall be bound to collecting / supply at your final bid price. If you back out for collecting / supply materials as per the rates quoted, Numaligarh Refinery Limited / Tendering Authority shall take action as appropriate.
- 10) We take a note as advised by you related not to wait till last minute or last few seconds to submit valid bid to avoid any complication related to loss of internet connectivity, electricity failure, virus attack, network problems, system crash down, problems with the PC, any other unforeseen circumstances etc...Neither Numaligarh Refinery Limited nor Service Provider (EPTL) will be responsible for any unforeseen circumstance.
- 11) We confirm that, if any complication occurs related to loss of internet connectivity, electricity failure, virus attack, network problems, system crash down, problems with the PC, any other unforeseen circumstances etc.. While submitting the bid in last minute or last few seconds, then neither the Service Provider nor Numaligarh Refinery Limited will be responsible for any lapses /failure on the part of the vendor in such cases.
- 12) We confirm that we have not changed or deleted any clauses in this Process Compliance Form (PCF) and submitting the same to the EPTL / Numaligarh Refinery Limited as it is duly stamped and signed. In addition, if any changes found in submitted PCF or in this Business Rules Document before or after completion of the e-Auction then EPTL / Numaligarh Refinery Limited may take an appropriate action against us.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Date :

Scan and email this document to: Komal.d@eptl.in



Price Confirmation

(To be submitted within 24 hour of the completion of the forward auction)

To,

M/s. e-Procurement Technologies Ltd.(Procure Tiger)
A -201 / 208,Wall street 2,
Opposite Orient club,
Near Gujarat College, Ellis bridge,
Ahmedabad 380006

Sub: Final price quoted during forward auction and confirmation of price offered by us for sale of BROKEN WAX

Ref :

Sale of BROKEN WAX by Numaligarh Refinery Limited

Auction No :

Forward Auction date – _____

Dear Sir,

We confirm that we have quoted

In figure - Rs. _____

In words - Rs. _____

(Price quoted as Total Price)

as our final lump sum price during the Forward Auction conducted on Dt. _____for Quantity

_____MT. Thanking you and looking forward to the confirmation from NRL.

Yours sincerely,

For _____

Signature of Buyer with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Date :



Annexure IV

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

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

Ref :

Sale of BROKEN WAX by Numaligarh Refinery Limited

Auction No :

Forward Auction date – _____

I/ We _____ hereby declare that I/ We have purchased the Lot No./Qty(in MT) _____ located at Numaligarh Refinery Ltd, Numaligarh (location of material) for Rs. _____ (Rupees _____) in the e-auction held on _____ (Date).
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 :

Annexure V (a) :

Numaligarh Refinery Limited Format for creation of OMC/Direct customer Sold to Party/Ship to Party in NRL SAP (To be filled and signed by representative from OMC/Direct customer)		
(All fields are mandatory)		
1	Name of the customer:	
2	Address details (1)	
<i>Note: Address of prime place of business such as Head Office/Registered Office/Corporate Office/Marketing Head Office etc.</i>		
	Village/Locality	
	Street & House number	
	Postal Code	
	Railway siding	
	City	
	State	
3	Address details (2)	
<i>Note: Address of the establishment where physical delivery of the goods is desired. Leave it blank if it is same as Address details(1)</i>		
	Village/Locality	
	Street & House number	
	Postal Code	
	Railway siding	
	City	
	State	
4	Phone/ Mobile no.	
5	E-Mail	
6	GST Reg.no. <i>(Copy of GST Reg Certificate to be enclosed)</i>	
7	GST Registered address.	
8	PAN. no. <i>(Copy of PAN Card to be enclosed)</i>	
9	VAT Reg no. <i>(Copy of VAT be enclosed)</i>	
10	CST Reg no. <i>(Copy of CST to be enclosed)</i>	
11	LST Reg no.	
12	Customer Class. <i>Note: e.g. Individual / Co. Op. / Pvt. Ltd. etc.</i>	
13	Product(s) to be uplifted:	
14	Industry <i>Note: Industry or the type of business</i>	
15	Mode of Payment <i>Note: DD / Cheque / NEFT etc.</i>	
16	Credit Limit(If applicable):	
17	Any other relevant information:	
	Customer Name :	
	Name (Customer Representative) :	
	Designation :	
	Signature with seal :	



Annexure V (b) :

ON LETTER HEAD

To,

GM (Commercial & Legal)
Commercial Department
Numaligarh Refinery Limited,
Golaghat, Assam
Pin: 785699

Dear Sirs,

The following is a confirmation / updation of my bank account details and I hereby affirm my / our choice to opt for payment of amounts due to me under various contracts through electronic mode. I understand that Numaligarh Refinery Ltd. also reserves the right to send the payments due to me by a cheque / Demand Draft / electronic mode or through a banker.

A. Supplier /Contractor / Service Provider / Organisation Details

1. Name (As per bank records) :
2. Code (if any) :
3. Address : (Including Pin Code):
4. P. A N.(Mandatory) .:
5. E-mail ID .(Mandatory) :
6. Contact Telephone Number:
7. Mobile No.(Mandatory):

B. Particulars of Bank Account

1. Bank Name
2. Branch Name /branch code
3. Branch Address (incl Pin code)
4. 9 Digit MICR No. of Bank and Branch as appearing on the cheque
5. Account Type (Savings/Cash credit/Current)
6. Account Number (as appearing on cheque book)
7. IFSC Code of the Branch (For RTGS)
8. IFSC Code of the Branch (For NEFT)

I hereby confirm that the particulars given above are correct and complete and also undertake to promptly advise any changes to the above details to NRL. If the transaction is delayed or not effected for reasons of incomplete or incorrect information or banking delays, I shall not hold Numaligarh Refinery Limited responsible. I also agree for printing of the bank details on the cheque or DD if the payment is effected by cheque / DD.

NAME
Authorised Signatory

Official Rubber Stamp

Date:

- Note: 1. **Bank details to be confirmed by the bankers. Such confirmation shall be duly signed & stamped by the bankers. PLEASE NOTE THAT IF THIS FORMAT IS EXTENDED TO NUMBER OF PAGES THEN SIGNATURE AND STAMP FROM YOUR BANKER IS REQUIRED IN ALL THE PAGES.**
2. **Please enclose a photocopy of a cheque (duly cancelled at your end) from your cheque book of the bank where your account is being maintained.**



Annexure – VI : CONTACT INFORMATION

e-Procurement Technologies Ltd (Procure Tiger)	Numaligarh Refinery Limited
M/s. e-Procurement Technologies Ltd.(Procure Tiger) A -201 / 208,Wall street 2, Opposite Orient club, Near Gujarat College, Ellis bridge, Ahmedabad 380006 (herein after termed as EPTL) Mail ID: ashish.sharma@eptl.in Phone - +91 79-6813-6834 Auction Website: https://eprocure.abcprocure.com	Numaligarh Refinery Limited PO - Numaligarh Refinery Project Dist.: Golaghat, Assam, India PIN- 785699 <u>(Regarding Product quality & inspection)</u> Officer's Name 1. Mr. Suman Kalyan Duarah DGM (Operations) Numaligarh Refinery Limited PO: NRP, Dist.: Golaghat, Assam, India, PIN- 785699 P&T : 03776-273144 ; e-mail: suman.k.duarah@nrl.co.in <u>(Regarding Product Delivery Schedule)</u> 2. Mr. Nimik Riba DGM (NRMT). Numaligarh Refinery Limited. PO: NRP, Dist.: Golaghat, Assam, India, PIN- 785699 P & T: 03776-265816 ; Intercom: 2496 EPABX No 03776265593 e-mail: nimik.riba@nrl.co.in <u>(Regarding e-auction)</u> 3. Mr Suman Goswami DGM (Marketing) P & T: 0361 2237836 e-mail: suman.goswami@nrl.co.in <u>(For overall co-ordination)</u> 4. Mr. Sunny More Manager (Marketing) P & T: 0361 2237836 e-mail: sunny.more@nrl.co.in