

BUSINESS RULE DOCUMENT FOR SALE OF 500 (FIVE HUNDRED) MT of SULPHUR

Summery of Schedules of Activities :

Date of Auction : 08-12-2016 (from 11:00 AM to 1:00 PM)

Date & Time of Inspection : FROM: 05.12.2016 to 06.12.2016 BETWEEN 09.00 AM to 3.00 PM

Last date to receive Registration and EMD for participation : 06.12.2016 upto 3:00 PM

Last date to receive Process Compliance Form (Annexure II) : 06.12.2016 upto 4:00 PM

Time for deposition of Security Deposit : Within 07 (seven) calendar 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 15 (fifteen) calendar days from the date of issue of Sale Intimation**

Time for deposition of Full amount with penalty : For late payment, maximum 5 calendar days shall be allowed on payment of 1% of full material value as penalty.

Delivery Schedules:

- Customer bid for 300 MT - 15 working days
- Customer bid above 300MT upto 500 MT - 45 working days

Note : Additional 15 Calendar days (after expiry of Delivery Schedule) shall be allowed on payment of ground rent

Minimum quantity off take: 300 MT and additional volume will be in multiple of 100 MT

EMD - Rs. 75000 per 100 MT.

Submission of :

a) Price Confirmation (Annexure III) : To be submitted within 24 hour of the completion of the forward auction

b) Declaration by the bidder to the effect that quantity bidded does not exceed their annual installed capacity (Annexure IV) : To be submitted within 24 hour of the completion of the forward auction

c) Declaration by successful bidder for carrying out obligations as per terms & conditions prescribed in the e-auctions : To be submitted to auctioneer (STL) immediately after receipt of Sale Intimation Letter

Business Rules, Terms & Conditions for Sale of 500 (Five Hundred) MT of Sulphur

SELLER'S NAME	Numaligrah Refinery Limited Numaligarh Refinery Project Dist.: Golaghat, Assam, India PIN- 785699
AUCTION TO BE CONDUCTED BY	Synise Technologies Ltd Plot No – A8; Shivtirth Nagar ; Kothrud ; Pune – 411038 ☎: 020-30277500/531 Fax no.: 020-30277555 E-mail: swaruph@synise.com; Web site: indiaengineering.com/NRL
DATE & TIME OF AUCTION	Auction Date : 08.12.2016 Online Forward Auction Time : 11:00 AM to 1:00 PM (Auto Extension as Applicable) Auction website : http://auctions.indiaengineering.com
DATE & TIME OF INSPECTION	FROM: 05.12.2016 to 06.12.2016 BETWEEN 09.00 AM to 3.00 PM
CONTACT PERSON & VENUE FOR INSPECTION	1. Mr. L D Kalita SM(NRMT) Numaligarh Refinery Limited PO: NRP, Dist.: Golaghat, Assam, India PIN- 785699 P & T: 03776265803 ; Intercom: 2411 EPBX: 03776265562 e-mail: lakhayadhar.kalita@nrl.co.in
Last date to receive Registration and EMD for participation	Last date : 06.12.2016 upto 3:00 PM Name of the A/c: Synise Technologies Ltd Bank Name: Bank of Baroda A/c no: 25340500000026 Branch name: Corporate Financial Services Br., Pune Address : CFS Branch ; Mantri Court ; Pune IFSC Code : BARB0CORPUN Nature of A/c - Cash Credit A/c
Last date to receive Process Compliance Form	Last date : 06.12.2016 upto 4:00 PM

Requirement of documents for Registration:	1. No Objection Certificate from appropriate authority for Storage of Sulphur. 2. Transportation Permission for transportation of Sulphur from appropriate authority. 3. Valid Certificate from State Pollution Control Board. 4. End Use Certificate 5. Installed capacity declaration from Directors of Industries 6. Company PAN Number 7. Excise Registration, VAT / TIN Number, PAN Card 8. Address Proof 9. Photo of authorized person – 1 copy. 10. Industrial registration certificate/ Factory License 11. Income-tax return (for immediately completed proceeding financial year). 12. NOC from State Pollution Control Board indicating utilization of Sulphur with finished product. 13. Affidavit on non judicial stamp paper of minimum value Rs. 10.00 (ten) certifying Sulphur purchase will be for own consumption and would not be re sold/ transferred/ exported. 14. Valid Consent to operate certificate from Pollution control board.
DOCUMENTS ATTACHED	1) Business rules for forward auction for Sale of Sulphur 2) Terms & conditions of forward auction 3) Conditions of e-Auction sale. 4) Catalogue – Details of Sale of Sulphur (Annexure I) 5) Process Compliance Statement (Annexure II) 6) Price Confirmation (Annexure III) 7) Declaration by the bidder to the effect that quantity bidded does not exceed their annual installed capacity (Annexure IV) 8) Declaration by successful bidder for carrying out obligations as per terms & conditions prescribed in the e-Auction (Annexure V) 9) Contact Information
SPECIAL INSTRUCTIONS	<u>Bidding in the last minutes and seconds should be avoided in the bidders own interest Neither the Service Provider nor NRL will be responsible for any lapses /failure on the part of the vendor, in such cases.</u>
Partial Quantity lifting Option.	1. Minimum quantity off take: 300 MT and additional volume will be in multiple of 100 MT 2. EMD - Rs. 75000 per 100 MT. Bidders have to deposit the EMD according to the quantity they will be bidding. (EMD shall be converted to Security Deposit for the successful bidders)

Business Rule for forward Auction for Sale of Sulphur

NRL shall finalize the sale of SULPHUR as per this Tender through forward auction mode. NRL has made arrangement with M/s. Synise Technologies Ltd, Pune, (STL) who is NRL's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance of the same:

1. **Eligibility:**

- a. Only end users producing products using Sulphur in their plant/Units shall participate in e-auction. For participation in the e-auction, the prospective bidders shall register themselves with the Auctioneer's website.
- b. This e-auction is not applicable for trading & screening purpose.
- c. There is no cut-off date for the units established for participation in the e-auction. However, the unit must comply all the statutory requirements at the time of registration.

d. Those buyers/bidders who have not registered their name(s) and not deposited EMD cannot participate in e-auction.

e. 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 **Sulphur** will be kept suspended. Such suspension of release of SULPHUR 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 SULPHUR releases/lifting will be allowed.

2. Computerized Forward auction shall be conducted by M/s STL, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their inter connectivity due to any reason whatsoever it may be, it is the bidders' responsibility. It is to be noted that neither NRL nor STL shall be responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the forward auction successfully. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
3. Please note that the start price for sale of SULPHUR in the online forward auction shall be displayed during the auction and shall be open to all the participating bidders. Bidders can start bidding on or above the start price, in the online forward auction. The subsequent bids that comes in to outbid the H1 rate will have to be higher than the H1 rate by minimum one increment value **if the total auctioned quantity exceeds the total bid quantity among all the bidders.**
4. STL shall arrange to train your nominated person(s), without any cost to you. They shall also explain you, all the Rules related to the Forward Auction/ Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.
5. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian Rupees (INR) and unit of measurement as MT.
6. **Bid Increment:** The minimum Bid increment shall be Rs 10.00 or its multiple.
7. **BID PRICE:** The Bidder has to quote the **Basic Price** (Per MT) **excluding** taxes and duties as applicable.
8. **VALIDITY OF BIDS:** The Bid price shall be considered as firm for a period of 90 (ninety) days and shall not be subjected to any change whatsoever.
9. **Procedure of Forward Auctioning**

i) Online English Forward Auction:

The start price for sale of SULPHUR in the online forward auction shall be displayed during the auction and shall be open to all the participating bidders. Bidders can start bidding on or above the start price, in the online forward auction. The subsequent bids that comes in to outbid the H1 rate will have to be higher than the H1 rate by minimum one increment value **if the total auctioned**

quantity exceeds the total bid quantity among all the bidders.

The minimum bid increment amount shall be Rs 10.00 or its multiple.

English Forward (no ties) shall be conducted between **11:00 AM to 1:00 PM on 05.08.2016**. If a bidder places a Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes for all the items.

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

Auto Bid:

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

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

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

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

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

10. Successful vendor shall be required to submit the final prices, quoted during the English Forward auction exactly as issued by NRL/Service provider after the completion of Auction to NRL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
11. During English Forward auction, if no bid is received within the specified time, NRL, at its discretion, may decide to revise Opening price / scrap the forward auction process.
12. Your bid will be taken as an offer to purchase. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to purchase as mentioned above at your final bid price. Should you back out and not purchase as per the rates quoted, NRL and/or STL shall take action as appropriate, including forfeiture of EMD and other amounts deposited.
13. At the end of the Forward Auction, NRL will decide upon the winner(s). NRL's decision on award of Contract shall be final and binding on all the Bidders.
14. NRL shall be at liberty to cancel the forward auction process at any time, before due date, without assigning any reason.
15. NRL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
16. Other terms and conditions shall be as per tender document.
17. You are required to submit your acceptance of the terms / conditions / modality given above before participating in the forward auction.

Terms & Conditions of Forward Auction

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by Synise Technologies Ltd. The Bidders are requested to change the Password and edit the information and check the company details in the Registration Page after the receipt of initial Password from Synise Technologies Ltd., Pune. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder. Synise Technologies Ltd. and NRL are not responsible for the same.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the contract. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the contract as mentioned above at the price that they bid. Should any bidder back out and not execute contract as per the rates quoted, NRL and/or STL shall take action as appropriate, including forfeiture of EMD and other amounts deposited.
3. **HIGHEST BID OF A BIDDER:** In case the bidder submits more than one bid, the highest bid will be considered as the bidder's final offer to execute the contract.
4. **AUCTION TYPE:** English Forward Auction.
5. **DURATION OF AUCTION:** The auction will be conducted between **11:00AM to 1:00 PM on Dt. 08.12.2016**. In case there is any acceptable bid quoted by any bidder within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes for all the items. Such extension will be allowed to continue till no quote is placed within 5 minutes of the last quote. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
6. **BID INCREMENT:** The minimum Bid increment shall Rs 10.00 or its multiple.
7. **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
 - Bid Increment Value
 - Reserve price
8. **AUCTION WINNER:** At the end of the Forward Auction, NRL/STL will evaluate all the bids submitted and will decide upon the successful bidder(s).

9. Quality specifications (As per BIS 8502)

Sulphur is 99.9 % purity.

Colour: Bright Yellow

Seller shall identify stock yard from where shifting of SULPHUR shall be carried out by buyer.

Quality certificate shall be issued by the seller to buyer before loading. All tests shall be carried out at the laboratory situated at Numaligarh Refinery.

Once the quality of SULPHUR 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.

10. 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.**

Trucks to be used for lifting SULPHUR, must have all valid statutory documents. All safety and security norms, applicable at NRL, is to be followed.

Loading shall be arranged by the seller.

11. Weight

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

12. Quality Determination

Seller shall identify the stock pile of SULPHUR and buyer shall carry out necessary laboratory test for satisfaction of the quality of product. This activity shall be completed before placement of trucks for loading to avoid any complicity arising out of the quality issue. Once the stock pile is identified and samples are found to be in fine with the agreed spec. no further correspondence on quality shall be made by either party.

13. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of NRL to any other party.
- NRL's decision on award of Contract shall be final and binding on all the Bidders.
- NRL along with STL can decide to extend, reschedule or cancel any auction.
- NRL and/or STL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- NRL and/or STL 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.

- In case of delay in lifting the identified product, seller reserves the right to sale the materials to other similar interested party or parties.
- C-Form to be furnished by the buyer against CST sale. Without C-form VAT as applicable has to be paid.

N.B. :- All the Bidders are required to submit the Process Compliance Form (**Annexure- II**) duly signed to M/s Synise Technologies Ltd, Pune on or before **06.12.2016 upto 4:00 PM**.

CONDITIONS OF E-AUCTION SALE

1. The material as per the list declared on the Auctioneer's i.e. M/s Synise Technologies Ltd. (STL) 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"** 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 principal 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 STL.
4. On completion of e-auction proceedings & after receipt of e-auction statement from the Auctioneer, the NRL auction committee shall take decision in respect of acceptance or rejection of bids within 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 V) 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 V**) to auctioneer **immediately after receipt of Sale Intimation Letter**. for carrying out obligations as per terms & conditions prescribed in the e-auctions.

10. Payment terms:

- a. 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) calendar 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.
- b. Payment for material value:
 - i. The rate offered by the bidder shall be considered as Basic Price per unit of the items. All Taxes, Duties, Excise, CST , VAT, Additional Tax, TCS and Turn-Over Tax or any other statutory levies or taxes as applicable under the relevant Sale Tax/Excise Act/IT Act or any other act shall be charged extra to the successful bidder at the rate prevailing at the time of Delivery/Upliftment. Decision in regard to applicability of VAT/CST/Excise/TCS rates etc. as decided by Numaligarh Refinery Limited would be final and binding 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 15 (fifteen) calendar days from the date of issue of Sale Intimation** letter through **RTGS** in favour of Numaligarh Refinery Limited.
 - iii. For late payment, maximum 5 calendar 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.
- c. 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 buyer fails to lift more than 10.00 MT, SD amount corresponding to that quantity shall be forfeited including material value.
 - iii. If the non lifted quantity is below 10.00 MT, EMD/SD and corresponding material value shall be returned.

11. 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

12. Delivery Schedules:

- Customer bid for 300 MT - 15 working days
- Customer bid above 300MT upto 500 MT - 45 working days

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

13. 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.

14. Lifting will be allowed against advance payment only.

15. 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.
16. The buyers shall have to take delivery within **as per delivery schedule** mentioned above.
17. The deliveries shall be made on “as is where is” basis.
18. 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.
19. 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 15th calendar days [after expiry of delivery schedule] unless stated otherwise.
20. 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 STL as per clause 10(c) of “CONDITIONS OF E-AUCTION SALE”
21. NRL/STL shall not entertain any requests from the buyers regarding extension of payment period/ delivery period as stipulated in the Sale Order.
22. 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.

23. On submission of copy of the Delivery Order & Gate Pass, the concerned Department of NRL shall issue Tax/ retail Invoices to the buyers.
24. Responsibility of deposition of taxes and duties to respective authorities will lie with NRL.

25. Conditions Of Delivery :

(a) The buyer shall remove the material corresponding to the lot purchased from the site of storage within the stipulated period as specified in the Sale Order.

(b) 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.

(d) 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.

26. 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 weighments/ 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.

27. 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.

28. 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.

29. Sale Orders and Delivery Challans shall be made in the name of actual buyer only and no re-sale shall be permitted.

30. 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.

31. Buyer has to declare that the quantity bided shall not exceed their Annual installed assessed capacity. This is as per Govt. directive (Annexure IV).

- (a) Minimum bid quantity will be 300 MT and additional volume will be in multiple of 100 MT.
- (b) Maximum bid quantity will be limited to the "Annual Installed Capacity" of the plant subject to a condition that if the customer has uplifted any quantity earlier in the calendar year, the same would be netted off from the "Annual Installed Capacity".

32. Methodology for quantity allocation:

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

- a. The highest bid(H1) quoted by the customer(s) would be the basis for supply of Sulphur
- b. 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.
- c. If two or more bidders bids for the same price, then preference shall be given to the bidder quoting for higher quantity.
- d. If two or more bidders bids for the same price and quantity, then preference shall be given to the bidder quoting first.
- e. Customer from Assam would be given an opportunity to match the H1 rate so that steady supply of sulphur is available for their unit.

CATALOGUE

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

DATE & TIME OF AUCTION		Auction Date : 08.12.2016 Online Forward Auction Time : <u>11.00 am to 1.00 PM</u> (Unlimited Auto Extension) Auction website : http://auctions.indiaengineering.com		
Item	Start Price/ MT (¹)	Bid Increment in INR	EMD in INR per 100 MT	Bid Time
Item: SULPHUR Quality specifications (As per BIS 8502): 99.9 % Purity (colour : Bright Yellow) Total Quantity: 500 MT Note : Rate to be quote 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) Basic excise duty will be at 6.25 % ii) Assam VAT @ 6 % for sale within the state of Assam OR iii) CST 2 % against Form C. Note: All taxes as applicable shall be extra. Transportation in buyers scope. Loading shall be done by the seller.	Shall be displayed during auction	10.00 or its multiple	Rs. 75000	10.00 AM to 12.00 noon

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. Synise Technologies Ltd.
Plot No – A8 ; Shivtirth Nagar
Kothrud, Pune – 411038, Maharashtra, India

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

Dear Sir,

This has reference to the Terms & Conditions for the Forward Auction mentioned in the e-auction document for **sale of SULPHUR by Numaligarh Refinery Limited**. This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Terms and the Business rules governing the Forward Auction as mentioned in Tender of NRL as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that NRL and STL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We also confirm that we will fax the price confirmation of our quoted price as per **Annexure III** within 24 hour of the completion of the forward auction and the format as requested by NRL/ STL.
- 6) We also confirm that we will fax the Declaration to the effect that quantity bidded does not exceed their annual installed capacity (**Annexure IV**) within 24 hour of the completion of the forward auction.
- 7) We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Date :

Scan and email this document to swaruph@synise.com

Price Confirmation

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

To,

M/s. Synise Technologies Ltd.
Plot No – A8 ; Shivrith Nagar
Kothrud, Pune – 411038, Maharashtra, India

Sub: Final price quoted during forward auction and confirmation of price offered by us for sale of SULPHUR
Ref :
Sale of SULPHUR 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 the bidder to the effect that quantity bidded does not
exceed their annual installed capacity**

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

Ref :

Sale of SULPHUR by Numaligarh Refinery Limited

Auction No :

Forward Auction date – _____

I/ We _____ hereby
declare that the quantity bidded by us in the e-auction held on _____ (Date), does
not exceed the installed annual capacity of our plant subject to the condition that if we have
uplifted any quantity earlier in the calendar year, the same was netted off from the “Annual
Installed Capacity”.

Signature of Buyer with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Date :

Annexure V

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

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

Ref :

Sale of SULPHUR 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 :

CONTACT INFORMATION

Synise Technologies Ltd	Numaligrah Refinery Limited
Synise Technologies Ltd Plot No – A8; Shivrith Nagar ; Kothrud ; Pune. Mr. Swarup Hait – Mobile: 08308810330 ; Landline : 020-30277531 Fax no.: 020-30277555 e-mail: swaruph@synise.com	Numaligarh Refinery Limited PO - Numaligarh Refinery Project Dist.: Golaghat, Assam, India PIN- 785699 Officer's Name H K Neog CM (Marketing) Ph : 0361-2237837, e-mail: hemantakn@nrl.co.in L D Kalita SM (NRMT) P & T: 03776 265803 e-mail: lakhayadhar.kalita@nrl.co.in Intercom: 2411, EPBX: 03776265593 Mr Jitumoni Sarmah. SM (Commercial) e-mail: jitumoni.sarmah@nrl.co.in Ph. Nos. : 03776265562. Fax No. : 03776265514. Intercom: 3635, EPBX: 03776265593 Mr Pankaj Kr Saikia Manager (Warehouse) Email : pankaj.saikia@nrl.co.in Ph : 03776265562 Intercom : 3636. EPBX :03776265593 Intercom:3636 Phone : 03776265562 Fax No. : 03776265514.