

BUSINESS RULE DOCUMENT FOR SALE OF 20000 (Twenty Thousand) MT of RAW PETROLEUM COKE (RPC)

Summary of Schedules of Activities:

Date of Auction: 01.02.2023 (from 11:00 AM to 13:00 PM) for Assam (1st Auction) and 03.02.2023 (from 11:00 AM to 13:00 PM) for all (2nd Auction). The second auction on 03.02.2023 at 11:00 AM to 13:00 PM is subject to any left-over quantity after the first auction is over.

Date & Time of Inspection: FROM: 09.01.2023 to 30.01.2023 BETWEEN 09.00 AM to 3.00 PM

Last date to receive Registration and EMD for participation:

1. For 1st Auction (dated 01.02.2023): within 31.01.2023 upto 3:00 PM.
2. For 2nd Auction (dated 03.02.2023): within 02.02.2023 upto 3.00 PM.

Last date to receive Process Compliance Form (Annexure II):

1. For 1st Auction (dated 01.02.2023): within 31.01.2023 upto 4:00 PM.
2. For 2nd Auction (dated 03.02.2023): within 02.02.2023 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:

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

- a. 30 working days for purchase quantity up to 3000 MT
- b. 45 working days for purchase quantity between 3001 to 4500 MT
- c. 60 working days for purchase quantity between 4501 to 6000 MT
- d. 75 working days for purchase quantity between 6001 to 7500 MT
- e. 100 working days for purchase quantity between 7501 to 10000 MT
- f. 125 working days for purchase quantity between 10001 to 12500 MT
- g. 150 working days for purchase quantity between 12501 to 15000 MT
- h. 175 working days for purchase quantity between 15001 to 17500 MT
- i. 200 working days for purchase quantity between 17501 to 20000 MT

EMD – Rs. 800 per 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 M/s e-Procurement Technologies Limited (EPTL) immediately after receipt of Sale Intimation Letter (Annexure V).

Auction to be conducted by:

M/s. e-Procurement Technologies Ltd.(ProcureTiger)
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

Auction Website: <https://eprocure.procuretiger.com>

Business Rules, Terms & Conditions for Sale of 20000 (Twenty Thousand) MT of RAW PETROLEUM COKE (RPC)

SELLER'S NAME	Numaligrah Refinery Limited Numaligarh Refinery Project Dist.: Golaghat, Assam, India PIN- 785699
AUCTION TO BE CONDUCTED BY	M/s. e-Procurement Technologies Ltd.(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 Auction Website: https://eprocure.procuretiger.com
DATE & TIME OF AUCTION	Auction Date : 01.02.2023& 03.02.2023 Online Forward Auction Time: 01.02.2023 (from 11:00 AM to 13:00 PM) for Assam (1 st Auction) and 03.02.2023 (from 11:00 AM to 13:00 PM) for all (2 nd Auction). The second auction on 03.02.2023at 11:00 AM to 13.00 PM is subject to any left-over quantity after the first auction is over. (Auto Extension as Applicable) (With Unlimited Extensions of 5 Minutes Each) Auction Website: https://eprocure.procuretiger.com
DATE & TIME OF INSPECTION	FROM: 09.01.2023 to 30.01.2023 BETWEEN 09.00 AM to 3.00 PM
CONTACT PERSON & VENUE FOR INSPECTION	1. Nimik Riba, DGM (NRMT) Numaligarh Refinery Limited PO: NRP, Dist.: Golaghat, Assam, India PIN- 785699 P & T: 9435152007 ; Intercom: 2406 e-mail: nimik.riba@nrl.co.in 2. Mr. Chandan Baruah, DM (NRMT) Numaligarh Refinery Limited PO: NRP, Dist.: Golaghat, Assam, India PIN- 785699 P&T : 9435153687 ; Intercom: 2432 e-mail: chandan.baruah@nrl.co.in
Last date to receive Registration and EMD for participation	<u>Last date :</u> For 1 st Auction (dated 01.02.2023): within 31.01.2023 upto 3:00 PM. For 2 nd Auction (dated 03.02.2023): within 02.02.2023 upto 3.00 PM. Beneficiary Name: e-Procurement Technologies Limited Bank Name: ICICI Bank Limited Type: Current Account Account Number: 002405012757 IFSC: ICIC0000024 Branch: JMC House, Ahmedabad MICR: 380229002

Last date to receive "Process Compliance Form"	<u>Last date :</u> 1. For 1 st Auction (dated 01.02.2023): within 31.01.2023 upto 4:00 PM. 2. For 2 nd Auction (dated 03.02.2023): within 02.02.2023 upto 4.00 PM.
Requirement of documents for Registration:	1. Company PAN Number 2. Excise Registration, VAT / TIN Number, 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. NOC from State Pollution Control Board indicating utilization of PREMIUM GRADE RPC with finished product. 8. Affidavit on non judicial stamp paper of minimum value Rs. 10.00 (ten) certifying PREMIUM GRADE RPC purchase will be for own consumption and would not be re sold/ transferred/ exported. (Note: Pollution certificate is required to be submitted at least before lifting of the product. Non submission of Pollution Clearance Certificate after bidding process will
DOCUMENTS ATTACHED	1) Business rules for forward auction for Sale of PREMIUM GRADE RPC 2) Terms & conditions of forward auction 3) Conditions of e-Auction sale. 4) Details of Sale of PREMIUM GRADE RPC (Annexure I) 5) Process Compliance Form (Annexure II) 6) Price Confirmation (Annexure III) 7) Declaration by the bidder to the effect that quantity bid 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	Bidding in the last minutes and seconds should be avoided in the bidders own interest Neither the Service Provider nor Numaligarh Refinery Limited or Numaligarh Refinery Limited Authority will be responsible for any lapses /failure on the part of the vendor in such cases. Failure of power, Internet, (unforeseen circumstances) at the premises of bidders during the e-Auction cannot be the cause for not participating in the ENGLISH FORWARD AUCTION (YANKEE). On account of this, the time for the auction cannot be extended and neither Numaligarh Refinery Limited. Or Numaligarh Refinery Limited Authority nor M/s e-Procurement Technologies Limited (EPTL) is responsible for such eventualities.
Partial Quantity lifting Option.	1. Minimum quantity off take: 500 MT. Subsequently multiple of 500 MT for lifting through Truck. 2. EMD - Rs 800 per MT. Bidders have to deposit the EMD according to the quantity they will be bidding. (EMD shall be adjusted to Security Deposit for the successful bidders)

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.

Business Rule for forward Auction for Sale of RAW PETROLEUM COKE (RPC)

NRL shall finalize the sale of RPC as per this Tender through forward auction mode. NRL has made arrangement with M/s e-Procurement Technologies Limited (EPTL) 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. Bidders from Assam only are eligible to participate in the bidding from 11:00 AM to 13:00 PM for 1st auction and open for all for auction from 11:00 AM to 13:00 PM for 2nd auction.
- b. The second auction at 11:00 AM to 13:00 PM is subject to any left-over quantity after the first auction is over
- c. **Only end users producing Calcined Petroleum Coke and / or other products using RPC in their Plant/Units shall be eligible to participate in the e-auction.** For participation in the e-auction, the prospective bidders shall register themselves with the Auctioneer's website.
- d. This e-auction is not applicable for Trading & Screening purpose.
- e. 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.
- f. Those buyers/bidders who have not registered their name(s) and not deposited EMD cannot participate in e-auction.
- g. 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 RPC will be kept suspended. Such suspension of release of RPC 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 RPC releases/lifting will be allowed.

- 2. Computerized Forward auction shall be conducted by M/s (EPTL) on behalf of NRL, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their inter connectivity due to any reason whatsoever it may be, it is the bidders' responsibility. It is to be noted that neither NRL nor (EPTL) 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 RPC 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. (EPTL) shall arrange to train your nominated person(s), without any cost to you. They shall also explain to you, all the Rules related to the Forward Auction, Business Rule, Terms & conditions of Forward Auction, Conditions of e-Auction sale etc.
- 5. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian Rupees (INR) and unit of measurement as MT.
- 6. **BID PRICE:** The Bidder has to quote the **Basic Price** (Per MT) **excluding** taxes and duties as applicable.
- 7. The Technical & Commercial terms are as per this tender document for Sale of **20000 (Twenty Thousand)** MT of RAW PETROLEUM COKE.
- 8. **VALIDITY OF BIDS:** The Bid price shall be considered as firm for a period of 200 (two hundred) days and shall not be subjected to any change whatsoever.

9. **Procedure of Forward Auctioning**

i) **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:** The opening price/start price (if any) of the ENGLISH FORWARD AUCTION (YANKEE) and the bid Increment value shall be available and displayed to the bidders on the auction Screen at the time of Live event.
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, Pl, 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 percentage (min 5%) and subsequently at an increment of 1% on the reference Indian Basket Crude FOB Price of previous month displayed at the start of auction. The reference price will be in INR/MT.
12. **VALIDITY OF BIDS:** The Bid price shall be considered as firm for a period of 200 (two hundred) days and shall not be subjected to any change whatsoever.
13. **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.

Methodology for quantity allocation:

Product: SALE OF 20000 (Twenty Thousand) MT of RAW PETROLEUM COKE (RPC)

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 20000 (Twenty Thousand) MT of RAW PETROLEUM COKE (RPC)
Start Price	2500
Quantity	200000
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.

- 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.
- It is mandatory for bidders to go for pre-auction inspection and collection of composite samples for testing at their own end. Only those bidders will be registered who have completed the inspection and sample collection. Seller shall not take any liability for any issue related to specification during and after loading into trucks. Buyer will stick to exact demarcated material at source for shifting and subsequent evacuation.**
- Successful bidders who are allotted quantity by NRL **for the first time** will be required to submit duly filled in sealed and signed NRL customer codification format placed in **Annexure IV (a)** along with Sales Intimation Letter to NRL through M/s. e-Procurement Technologies Ltd.(Procure Tiger) 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 weight of the truck.

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

9. Quality specifications : RAW PETROLEUM COKE

Sl.No.	Test	Unit	Method	Result
1	Moisture	%wt	IS 1448 P:132	2.41
2	Ash	% by mass	IS 1448 P:126	0.15
3	Volatile Matter	%	IS 1448 P:134	11.9
4	Fixed Carbon	%wt	IS 8502	85.5
5	Sulphur	%wt	XRF	0.93
6	Bulk Density	gm/cc	In house developed	0.750

Remarks:

Please note that results are typical and not guaranteed.

The bidders are advised to collect samples and verify the quality before bidding. No claims on quality will be entertained after the auction is completed.

Buyer will uplift RPC by own arrangement (**Truck**). Seller shall identify stock yard from where shifting of RPC shall be carried out by buyer for subsequent loading into **Trucks**. 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.

Buyer will stick to exact demarcated material at source for shifting on **as and where basis** for subsequent evacuation.

10. Location & Mode of Delivery

Location: Numaligarh Refinery Limited, Numaligarh Refinery Project, Dist.: Golaghat, Assam, India, PIN- 785699.

The mode of transportation will be by Road as per customer preference. Buyer need to take RPC from the lot specified by the seller only. All necessary loading arrangement shall be done by the buyer.

11. Freight

Tuck freight shall be borne by the buyer.

12. Weight

Weighment shall be as per the measurement in the weighbridge inside the refinery or Marketing Terminal and that will be final.

13. Quality Determination

Seller shall identify the stock pile of RPC and buyer may opt to test the material at NRL lab where buyer can witness NRL test procedure during pre inspection only. After pre inspection, no more quality test will allowed and quality determination at NRL lab will be final.

14. 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 EPTL can decide to extend, reschedule or cancel any auction. The management of NRL does not bind itself to accept the Highest bid, and reserves the right to reject any or all the offers received without assigning any reason thereof.
- 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.
- NRL and/or EPTL is not responsible for any damages, including damages that result from, but are not limited to negligence. EPTL 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.

N.B. :- All the Bidders are required to submit the Process Compliance Form (**Annexure- II**) duly signed to M/s e-Procurement Technologies Ltd. on or before **31.01.2023 & 02.02.2023 upto 4:00 PM** for 1st auction dtd. **01.02.2023** & 2nd auction dtd. **03.02.2023**.

CONDITIONS OF E-AUCTION SALE

1. The material as per the list declared on the Auctioneer's i.e. M/s e-Procurement Technologies Ltd. website shall be disposed off by way of e-auction through the Auctioneer's website.
2. The prospective bidders will inspect the material offered for e-auction sale within stipulated period, at the site where the material is located and collect composite samples for testing at their own lab. The bidders shall satisfy themselves about condition, quality, quantity, and measurement etc. of the material which they intend to purchase. No complaints shall be entertained regarding description, quantity, size, measurement, 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 after the bidders have inspected the material and conducted requisite tests on the collected composite samples to their satisfaction. However, it is not binding upon NRL to ensure whether bidders have conducted the requisite tests after collection of sample. 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 M/s. e-Procurement Technologies Ltd.(ProcureTiger) .
4. On completion of e-auction proceedings & after receipt of e-auction statement from the Auctioneer, the NRL Marketing & BD shall take decision in respect of acceptance or rejection of bids within 7 working 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. 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 of successful bidder 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 MT. All Taxes, Duties, Excise, CST , VAT, Additional Tax, TCS/TDS 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/TDS 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. No part payment shall be allowed. Buyers have to make payment in full at one installment only.
 - v. **Lifting shall be allowed only against full payment (including taxes and duties as applicable) made in advance.**
 - vi. 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 of the bidder shall be forfeited. The lot may be re-offered for e-auction at the discretion of the auction committee of NRL.
 - vii. On receipt of full payment including taxes & duties and 10% Security Deposit, within the stipulated period, NRL shall issue Delivery Order for the respective quantity.
 - viii. All Payment (**except** EMD) has to be made through RTGS to NRL's account.
 - ix. All payments are to be made as non interest bearing.
- c. Forfeiture of Security Deposit in case of failure to off-take quantity allotted after making Payment:
 - i. In case truck loading:
 1. Tolerance of non lift able quantity shall be considered as 10.00 MT (Ten).
 2. If the buyer fails to lift more than 10.00 MT, SD & material value corresponding to the balance quantity shall be forfeited.
 3. 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:

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

- a. 30 working days for purchase quantity up to 3000 MT
- b. 45 working days for purchase quantity between 3001 to 4500 MT
- c. 60 working days for purchase quantity between 4501 to 6000 MT
- d. 75 working days for purchase quantity between 6001 to 7500 MT
- e. 100 working days for purchase quantity between 7501 to 10000 MT
- f. 125 working days for purchase quantity between 10001 to 12500 MT
- g. 150 working days for purchase quantity between 12501 to 15000 MT
- h. 175 working days for purchase quantity between 15001 to 17500 MT
- i. 200 working days for purchase quantity between 17501 to 20000 MT

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 is the statutory taxes, he shall furnish the necessary declaration & details in that respect. The rate of applicable taxes & duties shall be indicated against individual lot in the list displayed on the e-auction site. However, statutory taxes & duties shall be paid by the buyer at 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, EPTL/NRL 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 EPTL as per clause 10(c) of “CONDITIONS OF E-AUCTION SALE”
21. NRL/EPTL 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 Delivery 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.

(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.

(c) 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 cause 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.

- (a) Bidders to quote for minimum quantity.
- (b) Maximum bid quantity is 20000 MT and 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 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.

- e. After completion of auction dtd. 01.02.2023 bid process (i.e. 11:00 AM to 13:00 PM for 1st auction), the quantity allocation shall be given to bidders on and above reserve price. The first preference is given to the highest bid price (H1). If the highest bid price is for part quantity, then for allocation of balance quantity, H2 bidder will be negotiated to match the price offered by H1 bidder. If H2 bidder does not match the price offered by H1 then negotiation will be held with H3 bidder to match the rate of H1 bidder and so on till the balance quantity gets exhausted. All the above is subjected to acceptance of quoted H1 price by NRL. If the quoted price is not acceptable to NRL, the entire quantity may be allocated to repeat e-auction for all customers.
- f. With the leftover quantity after above allocation, repeat auction shall be conducted on dtd. 03.02.2023 from (11:00 AM till 13:00 PM for 2nd auction) with display of reserve price where all buyers can participate.
- g. 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.
- h. If two or more bidders bids for the same price, then preference shall be given to the bidder quoting for higher quantity.
- i. If two or more bidders bids for the same price and quantity, then preference shall be given to the bidder quoting first.

The **details of sale of RAW PETROLEUM COKE (RPC) by Numaligarh Refinery Limited** and the Auction Start Time & Close Time is as follows:

Please note that results are typical and not guaranteed.

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:

Annexure III

Price Confirmation

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

To,

M/s. e-Procurement Technologies Ltd.(ProcureTiger)
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 RPC

Ref:

Sale of RAW PETROLEUM COKE 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 RAW PETROLEUM COKE 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 (EPTL) immediately after receipt of Sale Intimation Letter)

Ref:

Sale of RAW PETROLEUM COKE 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

M/s. e-Procurement Technologies Ltd.(ProcureTiger)	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.procuretiger.com	Numaligarh Refinery Limited PO - Numaligarh Refinery Project Dist.: Golaghat, Assam, India PIN- 785699 Officer's Name 1. Nimik Riba, DGM (NRMT) Numaligarh Refinery Limited PO: NRP, Dist.: Golaghat, Assam, India PIN- 785699 P & T: 9435152007 ; Intercom: 2406 e-mail: nimik.riba@nrl.co.in 2. Mr. Chandan Baruah, SM (NRMT) Numaligarh Refinery Limited PO: NRP, Dist.: Golaghat, Assam, India PIN- 785699 M : 9435153687 ; Intercom: 2432 e-mail: chandan.baruah@nrl.co.in 3. Rajiv Changkakoti, CM (Marketing) Numaligarh Refinery Limite Nedfi House, 4th floor, G.S. Road, Ganeshguri, Huwahati – 06. M: 6001581367 rajiv.changkakati@nrl.co.in 4. Mr Pankaj Kr Saikia Email : pankaj.saikia@nrl.co.in Intercom:3635 Ph. Nos. : 03776265562. Fax No. : 03776265514.