BUSINESS RULE DOCUMENT

SALE OF 10000 MT (Ten Thousand MT) of RAW PETROLEUM COKE (RPC) on 11.02.2016.

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PART – 1

Part A : Summery of Schedules of Activities

Particulars	Remark
Date of Auction	**11-02-2016** (from 11:00 AM to 01:00 PM)
Date & Time of Inspection	FROM: 04.02.2016 to 10.02.2016 BETWEEN 09.00 AM to 3.00 PM
Last date to receive Registration and EMD for participation	10.02.2016 upto 3:00 PM
Last date to receive Process Compliance Form (Annexure II)	10.02.2016 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 3 working days shall be allowed on payment of 1% of full material value as penalty
Delivery Schedules:	
Customer bid for quantity upto 2000 MT	- 30 working days
Customer bid for quantity above 2000 MT and upto 3000 MT	- 45 working days
Customer bid for quantity above 3000 MT and upto 5000 MT	- 60 working days
Customer bid for quantity above 5000 MT.	- 90 working days
For rake loading	- 90 calendar 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 1000 MT and additional volume will be in multiple of 500 MT for lifting through truck and 2500 MT for lifting through rake.
EMD	- **Rs 800.00 per MT**
Submission of Declaration by successful bidder for carrying out obligations as per terms & conditions prescribed in the e-auctions :	To be submitted to auctioneer (Synise Technologies Ltd) immediately after receipt of Sale Intimation Letter **(Annexure III).**

Part-B Particulars of Seller auction details

SELLER'S NAME	Numaligrah Refinery Limited Numaligarh Refinery Project Dist.: Golaghat, Assam, India PIN- 785699 (herein after termed as **NRL**)
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** (herein after termed as **STL**)
DATE & TIME OF AUCTION	Auction Date : **11.02.2016** Online Forward Auction Time : 11:00 AM to 01:00 PM (Auto Extension as Applicable) Auction website : http://auctions.indiaengineering.com
DATE & TIME OF INSPECTION	FROM: 04.02.2016 to 10.02.2016 BETWEEN 09.00 AM to 3.00 PM

Part C : Quality specifications of Raw Petroleum Coke

(RPC)

S. No	Method, IS : 1448	Parameters	Result
i)	P : 132	Moisture, % Wt (as received)	2.88
ii)	P : 126	Ash, % Wt	0.18
iii)	P : 134	Volatile Matter, % Wt	9.28
iv)	IS : 8502, Annexure A	Fixed Carbon, % Wt	87.66
v)	XRF	Sulphur (S), % Wt	0.73

Annexure – I : CATALOGUE

The **details of sale of Raw Petroleum Coke (RPC) by Numaligarh Refinery Limited** and the Auction Start Time & Close Time is as follows:

<table>
<tr><td>DATE & TIME OF AUCTION</td><td colspan="4">Auction Date : 11.02.2016
Online Forward Auction Time :
11.00 AM to 01.00 PM
(Unlimited Auto Extension)
Auction website : https://www.indiaengineering.com/NRL</td></tr>
<tr><td>Item</td><td>Start Price/ MT</td><td>Bid Increment in</td><td>EMD in INR per MT</td><td>Bid Time</td></tr>
<tr><td>Item: Raw Petroleum Coke, (RPC)
Quality Specifications:

<table>
<tr><th>S. No</th><th>Method, IS : 1448</th><th>Parameters</th><th>Result</th></tr>
<tr><td>i)</td><td>P : 132</td><td>Moisture, % Wt (as received)</td><td>2.88</td></tr>
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<tr><td>iv)</td><td>IS : 8502, Annex A</td><td>Fixed Carbon, % Wt</td><td>87.66</td></tr>
<tr><td>v)</td><td>XRF</td><td>Sulphur (S), % Wt</td><td>0.73</td></tr>
</table>

Total Quantity: 10000 MT
Note : Rate to be quote per MT basis.
Taxes and Duties :

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 7.00%
ii) Assam VAT @ 5.00% for sale within the state of Assam OR
iii) CST 2.00% against Form C.
Note: All taxes as applicable shall be extra.
Transportation in buyers scope. Loading /Unloading in buyers scope. Material will be sold as "As is where is Basis".</td>
<td>May be displayed during auction</td><td>10.00 or its multiple</td><td>800.00</td><td>11.00 AM to 01.00 PM</td></tr>
</table>

PART - II

Part E : Procedure for Registration

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

1. Company PAN Number
2. Excise Registration, VAT / TIN Number, PAN Card & CST Registration details.
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.

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 Raw Petroleum Coke(RPC) will be kept suspended. Such suspension of release of Raw Petroleum Coke (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 Raw Petroleum Coke (RPC) releases/lifting will be allowed.

Part G: Procedure for e-auction

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 unwarranted situations.

Please note that the start price for sale of Raw Petroleum Coke (RPC) 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.

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.

Procedure of Forward Auctioning

Type- Online English Forward Auction:

The start price for sale of Raw Petroleum Coke (RPC) 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.**

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 01:00 PM on the scheduled auction date** mentioned in Part A of Part I. 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: (Presently not functional)

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.

SUBMISSION OF BID IN HARD COPY AFTER COMPLETION OF AUCTION : (Presently not required) 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.

NRL will decide upon the winner(s). NRL's decision on award of Contract shall be final and binding on all the Bidders.

NRL shall be at liberty to cancel the forward auction process at any time, before due date, without assigning any reason.

NRL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

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.

Other terms and conditions shall be as per tender document.

PREQUSITE OF SUBMISSION OF ACCEPTANCE OF TERMS & CONDITIONS : Bidders are required to submit your acceptance of the terms / conditions / modality given above before participating in the forward auction.

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.

BIDS PLACED BY BIDDER – ONCE MADE CANNOT BE CANCELLED: 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.

DURATION OF AUCTION: The auction will be conducted between **11:00 AM to 01:00 PM on the scheduled auction date** mentioned in Part A of Part I. 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.

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.

BID INCREMENT: The minimum Bid increment shall be **Rs 10.00** or its multiple.

VISIBLITY 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.

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).

BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian Rupees (INR) and unit of measurement as MT.

BID PRICE**:** The Bidder has to quote the **Basic Price** (Per MT) **excluding** taxes and duties as applicable.

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.

Part H : 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. 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.
b. If two or more bidders bids for the same price, then preference shall be given to the bidder quoting for higher quantity.
c. 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.
d. The same buyer can get more than one allocation at different rate depending upon the eligibility of the buyer and available quantity.
e. The total allocated quantity may exceed the quantity specified in the BRD.
f. 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.
g. Seller shall identify stock yard from where shifting of Raw Petroleum Coke (RPC) shall be carried out by buyer for subsequent loading into trucks.
h. Once the quality of Raw Petroleum Coke (RPC) 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.

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/Rake 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 2000 MT	- 30 working days
Customer bid for quantity above 2000 MT and upto 3000 MT	- 45 working days
Customer bid for quantity above 3000 MT and upto 5000MT	- 60 working days
Customer bid for quantity above 5000MT	- 90 working days
For rake loading	- 90 calendar 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.

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 STL as per clause 10(c) of “CONDITIONS OF E-AUCTION SALE”

NRL/STL 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 lies with NRL.

<u>Buyer to make own arrangement for loading and transport</u> : 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 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.

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.

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 at NRL/NRMT, shall be final.

Part M : Quality Determination

Seller shall identify the stock pile of Raw Petroleum Coke (RPC) 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

i. Name of the A/c: Synise Technologies Ltd
ii. Bank Name: Bank of Baroda
iii. A/c no: 25340500000026
iv. Branch name: Corporate Financial Services Br., Pune
v. Address :CFS Branch ; Mantri Court ; Pune
vi. IFSC Code : BARB0CORPUN
vii. Nature of A/c - Cash Credit A/c

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 15 (Fifteen) 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.

c. 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 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 3 working 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 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.

2. 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, 3rd 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 is 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 lies 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/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 material to be allotted through this auction is for domestic consumption only.
3. 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 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.
4. 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.
5. 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 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.
6. 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.
7. 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.
8. 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.
9. Buyer to comply with NRL HSE (Health, Safety, Environment) policy during entire operation of shifting and loading.
10. 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.
11. 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.

12. The Bidder shall not divulge either his Bids or any other exclusive details of NRL to any other party.
13. NRL's decision on award of Contract shall be final and binding on all the Bidders.
14. NRL along with STL can decide to extend, reschedule or cancel any auction.
15. 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.
16. 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.
17. In case of delay in lifting the identified product, seller reserves the right to sale the materials to other similar interested party or parties.
18. C-Form to be furnished by the buyer against CST sale during next quarter from the quarter of the sale. In case buyer fail to provide the C form timely, the seller will charge differential CST rate along with applicable interest and penalty. CST sales without C-Form will attract full CST rate as per the act. Without C-form VAT as applicable has to be paid.
19. All the Bidders are required to submit the Process Compliance Form **(Annexure- II)** duly signed to M/s Synise Technologies Ltd, Pune 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 IV 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. 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 ______ MT of Raw Petroleum Coke (RPC) 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, 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

Annexure III

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 ______ MT of Raw Petroleum Coke (RPC) by Numaligarh Refinery Limited

Auction No :

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 :

NRL

Annexure IV : CONTACT INFORMATION

Synise Technologies Ltd	Numaligrah Refinery Limited
Synise Technologies Ltd Plot No – A8; Shivtirth 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 **(Regarding Product quality & inspection)** Officer's Name 1. Mr. Dharanidhar Nath Sr. Manager (Operations) Numaligarh Refinery Limited PO: NRP, Dist.: Golaghat, Assam, India PIN- 785699 P&T : 03776-273144 ; Intercom: 3144 EPABX No 03776265593) e-mail: dharanidhar.nath@nrl.co.in **(Regarding Product Delivery Schedule)** 2. Mr. L D Kalita Sr. Manager (NRMT). Numaligarh Refinery Limited. PO: NRP, Dist.: Golaghat, Assam, India PIN- 785699 P & T: 03776-265803 ; Intercom: 2411 EPABX No 03776265593 e-mail: lakhyadhar.kalita@nrl.co.in **(for overall co-ordination)** 3. Mr R. M. W. Khongwir Chief Manager (Marketing) P & T: 0361 2237838 e-mail: rangkisan.khongwir@nrl.co.in **(regarding e-auction)** 4. Mr Jitumoni Sarmah. Sr. Manager (Commercial). e-mail: jitumoni.sarmah@nrl.co.in. Intercom:3635 EPABX No 03776265593 Ph. Nos. : 03776265562. Fax No. : 03776265514. 5. Mr Pankaj Kr Saikia Manager (Warehouse). Email : pankaj.saikia@nrl.co.in; Intercom:3636 EPABX No 03776265593 Phone : 03776265562 Fax No. : 03776265514