

BUSINESS RULE DOCUMENT

SALE OF 1500MT (One THOUSAND FIVE Hundred MT) FULLY REFINED PARAFFIN WAX (TYPE-II) on 27.05.2022.

Index of contents

Part I	Content	Page no
A	Gist of Schedule of activities for the subject auction	2
B	Particulars of seller & auction details	3
C	Quality Specification	3
D	Annexure – I : Catalogue	4
PART II		
E	Procedure for Registration	5
F	Eligibility criteria	5
G	Procedure for auction	5-8
H	Methodology of quantity allocation	8-9
I	Location & mode of delivery	9
J	Delivery Schedule	10
K	Conditions for delivery	10-11
L	Weighment	11
M	Quality determination	11-12
N	Payment Term	12-13
O	Statutory Taxes & duties	13
P	Others terms & conditions	13-15
Q	Force Majeure	15
R	Arbitration	16
S	Jurisdiction	16
	Annexure	
1	Annexure – II Process compliance form	17
2	Annexure-III Declaration by successful bidder	18
3	Annexure – IV (a) Customer Codification Format	19
4	Annexure – IV (b) NEFT Mandate Format	20
5	Annexure – V Contact Information	21

PART – 1

Part A : Summary of Schedules of Activities

Particulars	Remark
Date of Auction	Start Time- 27.05.2022, 11 AM End Time- 28.05.2022, 11 AM.
Last date to receive Registration and EMD for participation	26.05.2022 upto 3:00 PM
Last date to receive Process Compliance Form (Annexure II)	26.05.2022 upto 4:00 PM
Time for deposition of Full amount	Letter of Credit/Advance Remittance payment against entire quantity will have to be deposited within 10 (ten) working days from the date of issue of Sale Intimation letter.
Delivery Schedules:	
Schedule of upliftment post generation of export documents by NRL:	Within 15 days (however final schedule will be decided based on quantity and other factors like container/ship availability).
Minimum quantity off take	Minimum bid quantity will be 100 MT and additional volume will be in multiples of 25MT
EMD	- USD 1300
<u>Submission of Declaration by successful bidder (Annexure-III)</u> 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.



Part-B Particulars of Seller auction details

SELLER'S NAME	Numaligarh Refinery Limited Numaligarh Refinery Project Dist.: Golaghat, Assam, India PIN- 785699 (herein after termed as <u>NRL</u>)
AUCTION TO BE CONDUCTED BY	Synise Technologies Ltd Plot No – A8; Shivrith 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 <u>STL</u>)
DATE & TIME OF AUCTION	Auction Date : Start Time- 27.05.2022, 11 AM End Time- 28.05.2022, 11 AM. Online Forward Auction (Auto Extension as Applicable) Auction website : indiaengineering.com/NRL

Part C : Quality specifications

FULLY REFINED PARAFFIN WAX (TYPE-II) WITH THE FOLLOWING PARAMETERS

Melting Point, *C	Color (Saybolt)	Oil Content Wt%
45.0 - 75.0	Min +24	Max 0.50

Annexure – I :CATALOGUE

The details of sale of FULLY REFINED PARAFFIN WAX (TYPE-II) by Numaligarh Refinery Limited and the Auction Start Time & Close Time is as follows:

DATE & TIME OF AUCTION	Auction Date : Start Time- 27.05.2022, 11 AM End Time- 28.05.2022, 11 AM. Online Forward Auction (Unlimited Auto Extension) Auction website : https://www.indiaengineering.com/NRL Auction website : https://www.indiaengineering.com/NRL https://www.indiaengineering.com/NRL			
Item	Start Price/ MT (USD)	Bid Increme nt in USD	EMD in USD	Bid Time
Item: FULLY REFINED PARAFFIN WAX (TYPE-II), Total Quantity: 1500 MT Note : Rate to be quoted per MT basis. <u>Taxes and Duties :</u> Duties and taxes will be as per prevailing rates as applicable at the time of invoicing. Current rates applicable are as follows : i) NA Note: Incoterms will be FOB, Kolkata Packing in 5ply cartons Delivery shall be on weighment basis and weighing shall be done at weighbridge of NRL/NRMT, which shall be final.	May be displayed during auction (Incoterms is <u>FOB, Kolkata, India</u>)	10 or its multiple	1300	Start Time- 27.05. 2022, 11 AM End Time- 28.05. 2022, 11 AM.

PART - II

Part E : Procedure for Registration

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

1. Company Registration Number
2. Address Proof
3. Company Profile
4. Industrial registration certificate/ Factory License (if applicable)
5. Valid trade license.
6. Import-Export Certificate/license (IEC)

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

Part F :Eligibility Criteria

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

Part G: Procedure for e-auction

Computerized Forward auction shall be conducted by M/s STL, on pre-specified date, while the bidder shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders 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 bidders 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 PARAFFIN WAX in the online forward auction WILL 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 bid 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 PARAFFIN WAX in the online forward auction MAY OR MAY NOT be displayed during the auction and shall be open to all the participating bidders. Bidders can start bidding on or above the start price, in the online forward auction in case it is displayed.

The minimum bid increment amount shall be USD 10 or its multiple.

Forward Auction (Yankee auction) shall be conducted between **11:00 AM of 25.05.2022 to 11:00 AM of 26.05.2022** 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.

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 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.

PREQUISITE OF SUBMISSION OF ACCEPTANCE OF TERMS & CONDITIONS : Bidders are required to submit their 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 of 25.05.2022 to 11:00 AM of 26.05.2022** 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.

BID INCREMENT: The minimum Bid increment shall be **USD 10** or its multiple.

VISIBILITY TO BIDDER: The Bidder shall be able to view the following on his screen along with the necessary fields during English Forward – No ties Auction:

- Highest Bid in the Auction
- Bid Placed by him
- Rank of the respective bidder -optional
- Bid Increment Value
- Reserve price, if displayed.

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 US Dollars (USD) and unit of measurement as Metric Tonne (MT).

BID PRICE: The Bidder has to quote the **Basic Price** (Per MT)

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. Successful bidders who is allotted quantity by NRL **for the first time** will be required to forward duly filled in sealed and signed NRL customer codification format placed in **Annexure IV (a)** along with Sales Intimation Letter to NRL through Synise within one day of receipt of Sales Intimation Letter. Existing NRL customers are not required to fill **Annexure IV(b)**.
- h. **Determination of billing quantity:**

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

$$\text{Billing quantity} = \text{Net weight} - (\text{No of cartoons} \times \text{Avg. Weight of an empty cartoon})$$

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

The number of cartoons loaded shall be calculated mathematically rounded to the nearest integer as given below:

$$\text{No of cartoons} = \text{Net weight measured in weigh- scale} / \text{Weight of packaged slab.}$$

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

Total weight of Empty Carton loaded may vary within the range of +/- (700-800)gm/MT

Part I : Incoterms

The product will be delivered at Kolkata Port, India and incoterms will be FOB, Kolkata. The reserve price at which the bidding will start will be FOB, Kolkata. Bidders will have to quote in increments of USD 10 or its multiples. Final bid price at which the successful bidder has to take delivery will be FOB, Kolkata.



Part J :Delivery Schedule

NRL will make the product available at Kolkata Port, India after receipt of LC confirmation by our bank or receipt of full material value as advance remittance. However, successful bidders will have to co-ordinate with authorized Customs House Agent (CHA) of NRL for further transshipment of the cargo to onward destination port. NRL will intimate the successful bidder(s) about the availability of the product at Kolkata Port. Bidders will have to adhere to the following transshipment schedule post intimation of product availability at Kolkata.

Schedule of upliftment post generation of export documents by NRL: within 15 days (however final schedule will be decided based on quantity and other factors like container/ship availability).

The lifting schedule shall be counted with effect from the date of confirmation of LC/receipt of advance remittance.

Note: Successful bidders have to co-ordinate with our authorized CHA at Kolkata and inform the availability of containers, loading and the shipping schedule

Part K: Conditions of Delivery

Successful bidders have to deposit the requisite USD amount either through non-revocable Letter Of Credit (at sight) or through advance remittance in our scheduled bank. Final export documents like commercial invoice, packing list, certificate of origin, quality certificate etc. will be generated only after LC confirmation by our bank or after receipt of the advance remittance.

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

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 7th calendar days [after expiry of delivery schedule] unless stated otherwise.

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.

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 buyer be entitled to seek any annulment of sale or claim for loss of profit, interest, damage or any other ground. 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.

All the judicial proceedings, if any, in respect of any dispute(s) arising out of the e-auction shall be subject to the jurisdiction of court, where the concerned stores/ material is located.

Part L : Weighment

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

Part M : Quality Determination

Melting Point, *C	Color (Saybolt)	Oil Content Wt%
45.0 - 75.0	Min +24	Max 0.50

Quality of the material for E-Auction is as per the Paraffin Wax (Type-II).

Part N :Payment term

a. EMD deposit

For credit to: Account Number* : **36329377**

ICICI BANK SWIFT CODE : ICICINBBCTS

ABA FED No : **021000089**

Beneficiary Bank : ICICI Bank Ltd, Mumbai (India)

Note: For successful bidders EMD amount of USD 1300 shall be refunded by STL post upliftment of product from NRL.

b. Payment for material value:

- i. Successful bidders will have to deposit the requisite USD amount either through non-revocable Letter Of Credit (at sight) or through advance remittance in our scheduled bank. Final export documents like commercial invoice, packing list, certificate of origin, quality certificate etc. will be generated only after LC confirmation by our bank or after receipt of the advance remittance offered by the bidder.
- ii. Successful bidder(s) will have to either submit the non-revocable LC at sight or make the advance remittance in full against entire quantity **within 10 (ten) working days from the date of issue of Sale Intimation** letter. A copy of the standard LC format with all terms and conditions as stipulated is attached as Annexure-VI.
- iii. Incase LC or remittance is not received within 10 working days, NRL will cancel the sale intimation letter.
- iv. **Once LC is confirmed by our bank/remittance received in full in USD, NRL will start the process of transportation of the material from its terminal/wax warehouse located at Numaligarh, Assam to Kolkata Port. All export documents like Commercial Invoice, Packing list, Certificate of Origin, Quality Certificate etc. will be generated and also shared over email with CHA/bidder for customs clearances.**



- 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 buyer shall be treated as cancelled and the buyer shall have no claim over the lot thereafter.
EMD amount of USD 1300 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. All payments are to be made as non-interest bearing.

Part O : 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
2. 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. Error in the description/ quantity/ measurement/ 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 wire as detailed in Para N- Payment terms.
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 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 NRL, 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. 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 adjusted against material value.
7. Buyer to comply with NRL HSE (Health, Safety, Environment) policy during entire operation of shifting and loading.
8. 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-auction.
9. 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.
10. The Bidder shall not divulge either his Bids or any other exclusive details of NRL to any other party.
11. NRL's decision on award of Contract shall be final and binding on all the Bidders.
12. NRL along with STL can decide to extend, reschedule or cancel any auction. NRL can conduct re-auction within 05 working days of cancellation. Such re-auction intimation will be published on NRL/STL website.



13. 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.
14. 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.
15. In case of delay in lifting the identified product, seller reserves the right to sell the materials to other similar interested party or parties.
16. 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 V** within 48 hours of the occurrence of the events Force Majeure and also as soon as it has ceased or determined.
- d) The reporting Party shall at the same time give the other Party their estimate of the effect on the delivery. In the event that the Force Majeure events continue for a period of more than one month, then each Party has the right to terminate the contract on mutually fair terms or the terms and conditions can be altered on mutually acceptable basis.

Part R : ARBITRATION

If any dispute and/or difference shall at any time arise between the parties to this agreement in relation to any clause(s) or matters herein contained or their respective rights/claims, or liabilities hereunder or otherwise in relation to or arising out of this Agreement, such disputes and / or differences shall be settled mutually through discussion between the parties in the first instance, failing which the same shall be finally settled by Arbitration and the provisions of the (Indian) Arbitration and Conciliation Act, 1996 and the rules made there under and any statutory modification and reenactment thereof shall be deemed to apply and to be incorporated in this Agreement. The Arbitral Tribunal will be composed of a panel of three arbitrators, one to be appointed by the claimant(s) and one to be appointed by the respondent(s) and two arbitrators so appointed, shall appoint the third arbitrator who shall act



as the Presiding Arbitrator. The award of the Arbitral Tribunal shall be final and binding on the parties. The venue of Arbitration shall be Guwahati, Assam and arbitration proceedings shall be conducted in English language and will be concluded within 3 months of appointment of the arbitrator

Part S : JURISDICTION

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



Annexure- II : Process Compliance Form

(The bidders are required to print this on their company's letter head duly signed and stamped 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 PARAFFIN WAX 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 PARAFFIN WAX 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 :

Annexure IV (a) :

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



Annexure IV (b) :

ON LETTER HEAD

To,

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

Dear Sirs,

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

A. Supplier /Contractor / Service Provider / Organisation Details

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

B. Particulars of Bank Account

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

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

NAME

Authorised Signatory

Official Rubber Stamp

Date:

Note: 1. **Bank details to be confirmed by the bankers. Such confirmation shall be duly signed & stamped by the bankers. PLEASE NOTE THAT IF THIS FORMAT IS EXTENDED TO NUMBER OF PAGES THEN SIGNATURE AND STAMP FROM YOUR BANKER IS REQUIRED IN ALL THE PAGES.**

2. **Please enclose a photocopy of a cheque (duly cancelled at your end) from your cheque book of the bank where your account is being maintained.**



Annexure – V : CONTACT INFORMATION

Synise Technologies Ltd	Numaligarh Refinery Limited
Synise Technologies Ltd Plot No – A8; Shivrth 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) Officer's Name 1. Mr. Mrinal Doley Chief Manager (Operations) Numaligarh Refinery Limited PO: NRP, Dist.: Golaghat, Assam, India, PIN- 785699 P&T : 03776-273144 ; Intercom: 3104 EPABX No 03776265593) e-mail: mrinal.doley@nrl.co.in (Regarding Product Delivery Schedule) 2. Mr. Nimik Riba CM (NRMT). Numaligarh Refinery Limited. PO: NRP, Dist.: Golaghat, Assam, India, PIN- 785699 P &T: 03776-265816 ; Intercom: 2496 EPABX No 03776265593 e-mail: nimik.riba@nrl.co.in (Regarding e-auction) 3. Mr Suman Goswami DGM (Marketing) P & T: 0361 2237836 e-mail: suman.goswami@nrl.co.in (For overall co-ordination) 4. Mr. Sunny More Sr.Manager (Marketing) P & T: 0361 2237836/9435705385 e-mail: sunny.more@nrl.co.in

STANDARD LETTER OF CREDIT

Annexure-VI

19/10/16-19:23:25

Reprint From MFA-0000-000000

1

```

----- Instance Type and Transmission -----
--
Original
Priority/Delivery      : Normal
----- Message Header -----
--
Swift Input           : FIN 700 Issue of a Documentary
Credit
Sender      : SJBLBDDHMF
              SHAHJALAL ISLAMI BANK LIMITED
              (MITFORD BRANCH)
              DHAKA BD
Receiver    : ABBLINBBXXX
              AB BANK LIMITED
              MUMBAI IN
----- Message Text -----
--
27: Sequence of Total
    1/1
40A: Form of Documentary Credit
    IRREVOCABLE
20: Documentary Credit Number
    296116010483
31C: Date of Issue
    161019
40E: Applicable Rules
    UCP LATEST VERSION
31D: Date and Place of Expiry
    170110, INDIA
50: Applicant

-----
59: Beneficiary - Name & Address
    NUMALIGARH REFINERY LIMITED
    DIST: GOLAGHAT, P.O:NUMALIGARH
    REFINERY COMPLEX, ASSAM-785699
    INDIA
32B: Currency Code, Amount
    Currency      : USD (US DOLLAR)
    Amount        : 
39A: Percentage Credit Amt Tolerance
    10/10
41D: Available With...By... - Name&Addr
    ANY BANK IN INDIA
    BY NEGOTIATION
42C: Drafts at...
    AT SIGHT
42A: Drawee - FI BIC
    SJBLBDDHMF
  
```

SHAHJALAL ISLAMI BANK LIMITED
(MITFORD BRANCH)
DHAKA BD

43P: Partial Shipments
ALLOWED

43T: Transshipment
ALLOWED

44A: Pl of Tking in Chrg / of Rceipt
KOLKATA

44B: Pl of Final Dest / of Delivery
Place of Destination country

44C: Latest Date of Shipment
161226

45A: Descriptn of Goods &/or Services
PARAFFIN WAX (**FRPW**), (**HARMONIC CODE: 2712.20.00**)
QUANTITY: M.T AT RATE USD PER METRIC TON
INCOTERMS-.....

DESCRIPTION, QUANTITY, QUALITY, UNIT PRICE, PACKING, MARKING

AND
ALL OTHER SPECIFICATION OF GOODS ARE AS PER PROFORMA INVOICE
NO.20000045 DATED: 03/10/2016 OF THE BENEFICIARY.

46A: Documents Required
01. BENEFICIARY'S DRAFT IN DUPLICATE AT SIGHT 100 PCT

INVOICE
VALUE.

AND
02. INDIAN EXPORT APPLICATION DULY PASSED BY INDIAN CUSTOMS

INVOICE
EXCHANGE CONTROL COPY OF IMPORT APPLICATION/CERTIFIED

TIME
DULY PASSED BY BANGLADESH CUSTOMS SHOULD BE FURNISHED AT THE

TO BE
OF NEGOTIATION OF BILLS.

03. BENEFICIARY'S MANUALLY SIGNED COMMERCIAL INVOICE IN
OCTUPLICATE (TWO COPIES MARKED AS ORIGINAL) MENTIONING GOODS
VALUE AND FREIGHT CHARGE SEPARATELY CERTIFYING MERCHANDISE

OF INDIA ORIGIN.

DULY
04. DETAILED PACKING LIST IN SIX FOLDS IN LETTER HEAD PAD

SIGNED BY THE BENEFICIARY WHICH MUST BE ACCOMPANIED WITH
ORIGINAL DOCUMENTS.

05. CLEAN TRUCK RECEIPT MARKED ''FREIGHT PREPAID'' DRAWN OR
ENDORSED TO THE ORDER OF SHAHJALAL ISLAMI BANK LTD.

(BUSINESS
IDENTIFICATION NO.18141072234), MITFORD BRANCH, DHAKA,
BANGLADESH

NOTIFY APPLICANT AND US.

06. SEPARATE SHIPMENT ADVICE MUST BE SENT BY THE BENEFICIARY
WITHIN 07 DAYS AFTER SHIPMENT DIRECTLY TO CEYSTAL INSURANCE
COMPANY LTD., BABUBAZAR BRANCH, 21, ARMANIAN STREET, MUNA

COMPLEX
(2ND FLOOR) , BABUBAZAR, DHAKA, BANGLADESH, THE APPLICANT AND

US
MENTIONING COVER NOTE NO. CICL/BB/MC-1762/10/2016 DATED:

06/10/2016 AND DETAILS OF SHIPMENT BY COURIER. A COPY OF
THIS
ORIGINAL
PACKING
WORKING
BENEFICIARY'S
OF THE EXPORTING
QUANTITY,
ORIGINAL
47A: Additional Conditions
A.
B.
C.
D. GOODS MUST BE PACKED IN EXPORT STANDARD PACKING TO AVOID
DAMAGE/PILFERAGE DURING THE TRANSIT WHICH MUST BE
CERTIFICATED BY
DRUM/CARTON/CASE/
PACKING/
STEEL
FOR
THE
SWIFT

ADVISE IS TO ACCOMPANY ORIGINAL DOCUMENTS ALONG WITH
COURIER RECEIPT AS EVIDENCE OF DISPATCH.
07. ONE SET NON-NEGOTIABLE DOCUMENTS INCLUDING DETAILED
LIST MUST BE DESPATCHED TO APPLICANT WITHIN 7 (SEVEN)
DAYS FROM THE DATE OF SHIPMENT BY COURIER SERVICE. COURIER
RECEIPT MUST ACCOMPANY ORIGINAL DOCUMENTS ALONGWITH
CERTIFICATE THAT THE NON-NEGOTIABLE DOCUMENTS HAVE BEEN
DESPATCHED WITHIN 7 (SEVEN) WORKING DAYS FROM THE DATE OF
SHIPMENT.
08. CERTIFICATE OF ORIGIN SHOULD BE ISSUED FROM CHAMBER OF
COMMERCE/ **BY BENEFICIARY** / ANY GOVERNMENT APPROVED AUTHORITY
COUNTRY AND THE SAME TO ACCOMPANY WITH THE ORIGINAL SHIPPING
DOCUMENTS.
09. BENEFICIARY SHOULD CERTIFY ON THE INVOICE THAT THE
QUALITY, OTHER PARTICULARS AND UNIT PRICE OF THE MERCHANDISE
SUPPLIER ARE STRICTLY IN CONFORMITY AS PER PROFORMA INVOICE.
10. CERTIFICATE OF ANALYSIS SHOULD BE ACCOMPANY WITH THE
SHIPPING DOCUMENTS.
THE BENEFICIARY IN THE INVOICE AND PACKING LIST.
E. TRUCK RECEIPT IS REQUIRED TO BE DULY AUTHENTICATED.
F. SHIPMENT PRIOR TO L/C OPENING DATE NOT ACCEPTABLE.
G. COUNTRY OF ORIGIN MUST BE PRINTED ON STEEL
ROLL/PACKET/BOX/PALLET/BAG AS THE CASE MAY BE FOR CUSTOM
CLEARANCE. A CERTIFICATE TO THIS EFFECT ISSUED BY THE
BENEFICIARY MUST ACCOMPANY THE ORIGINAL SHIPPING DOCUMENTS.
H. IMPORTER'S NAME, ADDRESS AND TI NO..... MUST BE
PRINTED IN BOLD ENGLISH LETTER ON STEEL DRUM/CARTON/TIN
CASE/ROLL/BAG/PACKET/BOX/PALLET FOR AT LEAST 2PCT OF TOTAL
DRUM/TIN PACKING/CARTON/CASE/ROLL/BAG/PACKET/BOX/PALLET/BAG
CUSTOMS CLEARANCE. A CERTIFICATE TO THIS EFFECT ISSUED BY
BENEFICIARY MUST ACCOMPANY THE ORIGINAL DOCUMENTS.
I. ON THE DATE OF NEGOTIATION, NEGOTIATING BANK SHALL SEND
MESSAGE TO L/C OPENING BANK ADVISING THE VALUE OF DOCUMENTS

SUCH NEGOTIATED, T/R NO, TRUCK NO, AND SHIPMENT DATE. THE COPY OF
DOCUMENTS. SWIFT MESSAGE MUST ACCOMPANY THE ORIGINAL SHIPPING

J. DISCREPANCY FEE OF USD WILL BE DEDUCTED FROM THE
APPLICANT'S ACCOUNT

IF DOCUMENTS ARE PRESENTED WITH DISCREPANCY(IES).

71B: Charges

ALL BANKING CHARGES OUTSIDE
APPLICANT'S COUNTRY INCLUDING REIMBURSEMENT
CHARGES AND OR DISCREPANCY CHARGES ARE ON APPLICANT'S
ACCOUNT.

48: Period for Presentation

WITHIN 21 DAYS AFTER SHIPMENT DATE
BUT WITHIN THE VALIDITY OF THE
CREDIT.

49: Confirmation Instructions
WITHOUT

78: Instr to Payg/Acceptg/Negotg Bank

AA. ORIGINAL DOCTS TO BE SENT TO SHAHJALAL ISLAMI BANK LTD.,
MITFORD BRANCH, 173-174, MITFORD ROAD, DHAKA, BANGLADESH IN

2(TWO)

LOTS BY SUCCESSIVE COURIER/SPEED POST AFTER NEGOTIATION.
BB. DOCTS CONTAINING ANY DISCREPANCY MUST NOT BE NEGOTIATED

EVEN

AGAINST GUARANTEE OR UNDER RESERVE WITHOUT OUR PRIOR

APPROVAL.

CC. UPON RECEIPT OF THE DOCUMENTS COMPLYING STRICTLY WITH

THE

CREDIT TERMS, WE SHALL EFFECT PAYMENT AS PER INSTRUCTION OF

THE

NEGOTIATING BANK.

57A: 'Advise Through' Bank - FI BIC

AXIS BANK LIMITED, GUWAHATI BRANCH CHIBBER HOUSE 3RD FLOOR

GS ROAD

BRANCH CODE 140,
NUMALIGARH REFINERY LIMITED A/C NO.: 913020056238614
SWIFT CODE : AXISINBB140, IFSC CODE: UTIB000140

72: Sender to Receiver Information

THIS IS AN OPERATIVE INSTRUMENT AND
NO MAIL CONFIRMATION WILL FOLLOW.
THIS CREDIT IS ISSUED SUBJECT TO
UCPDC (2007 REV.) ICC PUB 600.