BUSINESS RULE DOCUMENT FOR SALE OF 4000 (Four Thousand) MT of RAW PETROLEUM COKE (RPC)

Summary of Schedules of Activities :

Date of Auction : 02-06-2017 (from 11:00 AM to 1:00 PM)

Date & Time of Inspection : FROM: **29.06.2017 to 30.06.2017** BETWEEN 09.00 AM to 3.00 PM

Last date to receive Registration and EMD for participation : 31.05.2017 upto 3:00 PM

Last date to receive Process Compliance Form (Annexure II) : 31.05.2017 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. 35 working days for purchase quantity up to 2000 MT
b. 45 working days for purchase quantity between 2001 to 3000 MT
c. 60 working days for purchase quantity between 3001 to 4000 MT

For rack loading: 90 (ninety) calendar days.

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

Minimum quantity off take: 2000 MT. Subsequently multiple of 500 MT for lifting through Truck and 2500 MT for lifting through Rack.

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 (STL) immediately after receipt of Sale Intimation Letter **(Annexure V).**

Auction to be conducted by :

Synise Technologies Ltd
Plot No – A8; Shivtirth Nagar ; Kothrud ; Pune – 411038
Phone No: 020-30277500/531
Mob: 08308810330
Fax no.: 020-30277555
E-mail: swaruph@synise.com**; Web site: indiaengineering.com/NRL**

Business Rules, Terms & Conditions for Sale of 4000 (Four 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	**Synise Technologies Ltd** **Plot No – A8; Shivtirth Nagar ; Kothrud ; Pune – 411038** **: 020-30277500/531, M: 08308810330** **Fax no.: 020-30277555** **E-mail: swaruph@synise.com; Web site: indiaengineering.com/NRL**
DATE & TIME OF AUCTION	Auction Date : **02-06-2017** Online Forward Auction Time : 11:00 AM to 1:00 PM (Auto Extension as Applicable) Auction website : http://auctions.indiaengineering.com
DATE & TIME OF INSPECTION	FROM: 29.05.2017 to 30.05.2017 BETWEEN 09.00 AM to 3.00 PM
CONTACT PERSON & VENUE FOR INSPECTION	**1. Mr. L.D. Kalita, SM (NRMT)** Numaligarh Refinery Limited PO: NRP, Dist.: Golaghat, Assam, India PIN- 785699 P & T: 03776-265732 ; Intercom: 2406 e-mail: lakhayadhar.kalita@nrl.co.in **2. Mr. Krishna Kanta Dutta** Numaligarh Refinery Limited PO: NRP, Dist.: Golaghat, Assam, India PIN- 785699 P&T : 03776-265816 ; Intercom: 2496 e-mail: Krishna.k.dutta@nrl.co.in
Last date to receive **Registration** and **EMD** for participation	**Last date : 31.05.2017 upto 3:00 PM** **Name of the A/c**: Synise Technologies Ltd **Bank Name: Bank of Baroda** **A/c no:** 25340500000026 **Branch name:** Corporate Financial Services Br., Pune **Address :CFS Branch ; Mantri Court ; Pune** **IFSC Code :** BARB0CORPUN **Nature of A/c -** Cash Credit A/c
Last date to receive "Process Compliance Form"	**Last date : 31.05.2017 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 RPC with finished product. 8. Affidavit on non judicial stamp paper of minimum value Rs. 10.00 (ten) certifying RPC purchase will be for own consumption and would not be re sold/ transferred/ exported.
DOCUMENTS ATTACHED	1) Business rules for forward auction for Sale of RPC 2) Terms & conditions of forward auction 3) Conditions of e-Auction sale. 4) Details of Sale of RPC (Annexure I) 5) Process Compliance Form (Annexure II) 6) Price Confirmation (Annexure III) 7) Declaration by the bidder to the effect that quantity bidded does not exceed their annual installed capacity (Annexure IV) 8) Declaration by successful bidder for carrying out obligations as per terms & conditions prescribed in the e-Auction (Annexure V) 9) Contact Information
SPECIAL INSTRUCTIONS	Bidding in the last minutes and seconds should be avoided in the bidders own interest Neither the Service Provider nor NRL will be responsible for any lapses /failure on the part of the vendor, in such cases.
Partial Quantity lifting Option.	1. Minimum quantity off take: **1000 MT.** Subsequently multiple of **500 MT** for lifting through Truck and 2500 MT for lifting through Rack. 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**)

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. Synise Technologies Ltd, Pune, (STL) who is NRL's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance of the same:

1. **Eligibility:**

a. Bidders from and outside Assam are eligible to participate in the bidding.

b. **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.

c. This e-auction is not applicable for Trading & Screening purpose.

d. 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.

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

f. 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 STL 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 STL shall be responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the forward auction successfully. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.

3. Please note that the start price for sale of 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. STL 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 Increment:** The minimum Bid increment shall be Rs 10.00 or its multiple.

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

8. The Technical & Commercial terms are as per this tender document for Sale Of 4000 (Four Thousand) MT of RAW PETROLEUM COKE (RPC)

9. **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.

10. **Procedure of Forward Auctioning**

i) Online English Forward (no ties) Auction {forward auction}:

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.**

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

English Forward (no ties) shall be conducted between **11:00 AM to 1:00 PM on 02-06-2017.** If a bidder places a Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes for all the items.

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

Auto Bid:

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

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

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

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

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

11. Successful vendor/bidders shall be required to submit the final prices to STL, quoted during the English Forward (no ties) auction exactly as requested by NRL/STL 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.

12. During English Forward (no ties) 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 or even extend the bidding time.

13. Your bid will be taken as an offer to purchase. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to purchase as mentioned above at your final bid price. Should you back out and not purchase as per the rates quoted, NRL and/or STL shall take action for forfeiture of EMD and other amounts deposited.

14. At the end of the Forward Auction, NRL will decide upon the winner(s). NRL's decision on award of Contract shall be final and binding on all the Bidders.

15. NRL shall be at liberty to cancel the forward auction process at **any time**, without assigning any reason.

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

17. Other terms and conditions shall be as per this tender document.

18. You are required to submit your acceptance of the terms / conditions / modality given above before participating in the forward auction **(Annexure II)**.

Terms & Conditions of Forward Auction

1. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by Synise Technologies Ltd. The Bidders are requested to change the Password and edit the information and check the company details in the Registration Page after the receipt of initial Password from Synise Technologies Ltd., Pune. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder. Synise Technologies Ltd. and NRL are not responsible for the same.

2. BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to execute the contract. Bids once made by the bidder cannot be cancelled or withdrawn. The bidder is bound to execute the contract at the final price that they have bid. Should any bidder back out and not execute contract as per the rates quoted, NRL and/or STL shall take action for forfeiture of EMD and other amounts deposited.

3. HIGHEST BID OF A BIDDER: In case the bidder submits more than one bid, the highest bid will be considered as the bidder's final offer to execute the contract.

4. AUCTION TYPE: English Forward (no ties) Auction {forward Auction}.

5. DURATION OF AUCTION: The auction will be conducted between **11:00AM to 1:00 PM on Dt. 02-06-2017.** In case there is any acceptable bid quoted by any bidder within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes for all the items. Such extension will be allowed to continue till no quote is placed within 5 minutes of the last quote. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

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

7. 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
   - Bid Increment Value

8. AUCTION WINNER: At the end of the Forward Auction, NRL/STL will evaluate all the bids submitted and will decide upon the successful winner(s).

9. **Quality specifications (As per BIS 8502)**

Parameters	Typical Specifications
Moisture	8 – 10% Max
Ash %	0.2% Max
Volatile Matter	12 % Max
Fixed Carbon	85 % Max
Calorific Value	No test facility available at NRL hence no result can be assured
Sulphur	0.90 % Max
Vanadium	50 PPM Max
Nickel	100 PPM Max
Iron	100 PPM Max
Silicon	100 PPM Max
Calcium	115 PPM Max
Sodium	60 PPM Max
HGI	80-100
Retained on +4 mesh	60 % Typical
Less than 200 mesh	< 0.1 % Max

The typical NRL's Value for RPC is mentioned above.

Buyer will uplift RPC by own arrangement (**Railway Rack / Truck**). Seller shall identify stock yard from where shifting of RPC shall be carried out by buyer for subsequent loading into **Trucks / Wagons**. As per the understanding, seller shall indent for closed wagons to railways so that they are placed at designated loading yard inside seller's factory premises. The seller shall provide all support for facilitating these operations.

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.

While shifting near the Railway track, RPC shall be placed at least six feet away from the railway track and dedicated supervisor have to be available during the placement of the rack/ truck and ensure the same.

10. <u>Location & Mode of Delivery</u>

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

The mode of transportation will be by Road/Railways 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.

Seller shall place indent for a rack with railways after confirmation from the buyer about expected loading dates after shifting the quantity in the loading yard under buyer's cost. However, placement of rack at any hour of the day is depended on railway. Buyers shall arrange loading facilities including manpower in advance. Seller shall facilitate gate pass etc. on production of necessary documents by buyer as per NRL's requirements.

If the indent is required to cancel for any reason, Buyers have to pay the indent cancellation charge levied by Railway against the same.

All the charges viz. the shunting charges required for weighment, haulage charges etc. is to be borne by the Buyer and seller is not responsible for the levy of such dues by railway.

Buyer shall arrange manpower to open the door of the wagons placed outside the railway gate at NRMT for CISF security inspection and clean the debris of the wagons outside the railway gate at the cost of buyer. If there is any delay in arrangement of labour for such activity of wagon door opening & wagon cleaning and Railway charge haulage / shunting charges against the same, the said amount will be debited to buyer.

Buyer shall arrange to clean the RPC material lying on the railway track (if any) before placement of the rake and before release of the rake.

While seller shall allow utilization of the loading yard for rack loading, all activities related to loading of RPC into closed wagons shall be undertaken by the buyer at their own cost. Due mobilization of resources shall be organized by the buyer. Seller may defer the date of loading for unavoidable circumstances.

Buyer shall make necessary arrangement to position the workforce nearby seller's premises in advance so that no time is wasted in mobilization of workforce once the rack is placed inside seller's premises by Railways. If rack is placed in the morning, buyer shall start loading of the rack placed at least before 1 PM.

No night rake loading is permitted.

The wagon sealing activity is to be done by Buyer.

Rake release will be given after the completion of weighment and Seller is not responsible for detention of the rake after completion of rake due to railway driver rest time, congestion in railway gate due to placement of another rake etc. Buyer will arrange sufficient labour during weighment of the rake so that excess loading can unload from the wagon.

Cost related to delay in loading including demurrage charges by railways, if any, shall be borne by the Buyer. Buyer shall deploy sufficient resources / manpower to complete loading within the stipulated time laid down by Railway rules with amendment from time to time.

11. Freight

Railway / truck freight shall be borne by the buyer.

However, at the time of release of the rake, based on freight invoices (railways receipt), seller shall pay the railway freight. To enable the seller to discharge freight liabilities to railways, seller shall intimate the estimated freight to the buyer. The buyer shall pay in advance the rail freight of the estimated value. If there is mismatch between the estimated freight and the actual freight, the same shall be adjusted by seller against the advance amount deposited by buyer.

There are instances wherein railways have changed freight charges or introduce surcharges or discount of railway freight. If such changes are made know to seller beforehand, the seller shall notify the Buyer in writing prior to loading of the rack. However, in case of charge is not made known to seller by railways before loading of the rack, prior notification by Seller to the Buyer shall not be possible under any circumstances; Buyer shall pay the actual railway freight even if the same is intimated by Seller on post facto basis.

12. Weight

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

If the tare weight of the rake could not be taken due to any reason, the stenciled body weight of the wagon is considered as tare weight. Also if gross weight could not be taken due to any reason , HOD of NRMT decision will be final regarding further course of action regarding gross weighment.

Since the payment of freight to Railway is made on the basis of carrying capacity of wagons, Seller shall not be responsible for the short loading. Efforts shall be made by buyer to utilized maximum carrying capacity of each wagon. Seller shall not liable for freight payment in case of short loading.

Buyer will be liable for any overload detected in wagon by railway after release of a rack by NRL. Buyer will pay the penalty charged by Railway against the same if any.

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 STL 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 STL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- NRL and/or STL is not responsible for any damages, including damages that result from, but are not limited to negligence. STL will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- In case of delay in lifting the identified product, seller reserves the right to sale the materials to other similar interested party or parties.
- **C - Form** to be furnished by the buyer against CST sale. **Without C-Form** VAT as applicable in Assam has to be paid.

N.B. : - All the Bidders are required to submit the Process Compliance Form **(Annexure- II)** duly signed to M/s Synise Technologies Ltd, Pune on or before **31.05.2017** **upto 4:00 PM**.

CONDITIONS OF E-AUCTION SALE

1. The material as per the list declared on the Auctioneer's i.e. M/s Synise Technologies Ltd. (STL) website shall be disposed off by way of e-auction through the Auctioneer's website .

2. The prospective bidders may inspect the material offered for e-auction sale within stipulated period, at the site where the material is located. The bidders shall satisfy themselves about condition, quality, quantity, measurement etc. of the material which they intend to purchase. No complaints shall be entertained regarding description, quantity, size, measurement, number and weight of the material as the information given in the catalogue (& also in **Annexure I**) is approximate and no warranty or guarantee shall be implied. Materials shall be sold on **"AS IS WHERE IS BASIS"** and on the assumption that the bidders have inspected the material and know what they are buying, irrespective of whether the bidders have inspected the material prior to e-auction sale or not; the principal of **"CAVEAT EMPTOR"** shall apply. Error in the description/ quantity/ measurement/ utility/ number/ weight/ condition etc. of the material as given in the catalogue/ list published on the Auctioneer's website shall not form a cause to the bidder to complain or to avoid completed sale or bid.
3. For participation in the e-auction, the prospective bidders shall register themselves with the Auctioneer's website. Only registered bidders can participate in the e-auction. The bidders shall pay the 'Earnest Money Deposit (EMD)' for the lot which they intend to bid to the Auctioneer prior to the e-auction. The amount of EMD (as per catalogue) shall be through NEFT/RTGS drawn in favour of STL.
4. On completion of e-auction proceedings & after receipt of e-auction statement from the Auctioneer, the NRL auction committee shall take decision in respect of acceptance or rejection of bids within 7 days of receipt of intimation from Auctioneer. Such decision shall be binding on the bidders as well as the Auctioneer. NRL shall not be bound to assign any reason for such acceptance or rejection of bids.
5. As per the decision of the auction committee, auctioneer shall issue **Sale Intimation Letters** to the successful bidders of the respective lots under intimation to NRL, within two working days of receipt of confirmation from NRL.
6. Undertaking **(Annexure V)** shall have to be given by the buyer that he shall be liable to and shall have to remove all the items purchased within stipulated time at his own cost. Picking, Sorting, Cutting, bundling, hammering, breaking up etc. of the materials shall be in the scope of the buyer. 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 adjusted to Security Deposit amount and shall be released after completion of lifting only. If the bidder fails to lift total quantity / part, EMD/ SD amount shall be forfeited totally / on pro-rata basis.

8. Buyer to comply with NRL HSE (Health, Safety, Environment) policy during entire operation of shifting and loading.
9. The successful bidder shall furnish declaration in the proforma (**Annexure V**) to auctioneer **immediately after receipt of Sale Intimation Letter,** for carrying out obligations as per terms & conditions prescribed in the e-auctions.

10. Payment terms:

a. Security money:
   i. The successful bidders have to deposit 10% of material value as security money in favour of NRL.
   ii. EMD amount 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 and Turn-Over Tax or any other statutory levies or taxes as applicable under the relevant Sale Tax/Excise Act/IT Act or any other act shall be charged extra to the successful bidder at the rate prevailing at the time of Delivery/Upliftment. Decision in regard to applicability of VAT/CST/Excise/TCS rates etc. as decided by Numaligarh Refinery Limited would be final and binding to the successful bidder and bidders cannot claim / dispute on this matter.
   ii. Payment against entire quantity (including taxes and duties as applicable) have to be deposited **within 15 (fifteen) calendar days from the date of issue of Sale Intimation** letter through **RTGS** in favour of Numaligarh Refinery Limited.
   iii. For late payment, maximum 5 calendar days shall be allowed on payment of 1% of full material value as penalty**.**
   iv. 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 of rack loading
      1. Minimum quantity to lift 2500 MT.
      2. If the buyer fails to lift 2500 MT, SD amount and corresponding material value shall be forfeited.

3. If the non lifted quantity is below 150 MT, SD and corresponding material value shall be returned.

ii. 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, 3rd 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. 35 working days for purchase quantity up to 2000 MT
b. 45 working days for purchase quantity between 2001 to 3000 MT
c. 60 working days for purchase quantity between 3001 to 4000 MT

For rack loading: 90 (ninety) calendar days.

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 lies with NRL

14. **Lifting will be allowed against advance payment only.**
15. On receipt confirmation about full/total payments (along with total statutory taxes & duties and corresponding declarations, as applicable) by the buyer, STL/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 STL as per clause 10(c) of "CONDITIONS OF E-AUCTION SALE"
21. NRL/STL shall not entertain any requests from the buyers regarding extension of payment period/ delivery period as stipulated in the Sale Order.
22. If the last day of the stipulated dates for payments/ deliveries happens to be a holiday/ Weekly off, the payments/ deliveries shall be allowed on the next working day without application of delayed payment charges/ ground rent charges for the last day of payment/ delivery.
23. On submission of copy of the Delivery Order & Gate Pass, the concerned Department of NRL shall issue Tax/ retail Invoices to the buyers.
24. Responsibility of deposition of taxes and duties to respective authorities will lies 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 4000 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.

a. After completion of the entire bid process, the quantity allocation will be given first to the customer within the State. The first preference is given to the highest bid price (H1) within the State. If the highest bid price is for part quantity, then balance quantity will be allotted to H2, H3, H4 bidders from the State till the balance quantity gets exhausted. All the above is subjected to acceptance of quoted price. If the quoted price is not acceptable to NRL, the entire quantity may be allocated to outside customers.
b. If any surplus quantity is still available then the quantity will be allotted to the customer outside the State following the same procedure i.e. H1, H2, H3 etc from outside the State.
c. 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.
d. If two or more bidders bids for the same price, then preference shall be given to the bidder quoting for higher quantity.
e. If two or more bidders bids for the same price and quantity, then preference shall be given to the bidder quoting first.

Annexure - I

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 : 02-06-2017
Online Forward Auction Time :
11.00 am to 1.00 PM
(Unlimited Auto Extension)
Auction website : http://auctions.indiaengineering.com</td></tr>
<tr><td>Item</td><td>Start Price/ MT (`)</td><td>Bid Increment in INR</td><td>EMD in INR per MT</td><td>Bid Time</td></tr>
<tr><td>Quality Specifications:
<table>
<tr><th>Parameters</th><th>Typical Specifications</th></tr>
<tr><td>Moisture</td><td>8 – 10% Max</td></tr>
<tr><td>Ash %</td><td>0.2% Max</td></tr>
<tr><td>Volatile Matter</td><td>12 % Max</td></tr>
<tr><td>Fixed Carbon</td><td>85 % Max</td></tr>
<tr><td>Calorific Value</td><td>No test facility available at NRL hence no result can be assured</td></tr>
<tr><td>Sulphur</td><td>0.90 % Max</td></tr>
<tr><td>Vanadium</td><td>50 PPM Max</td></tr>
<tr><td>Nickel</td><td>100 PPM Max</td></tr>
<tr><td>Iron</td><td>100 PPM Max</td></tr>
<tr><td>Silicon</td><td>100 PPM Max</td></tr>
<tr><td>Calcium</td><td>115 PPM Max</td></tr>
<tr><td>Sodium</td><td>60 PPM Max</td></tr>
<tr><td>HGI</td><td>80-100</td></tr>
<tr><td>Retained on +4 mesh</td><td>60 % Typical</td></tr>
<tr><td>Less than 200 mesh</td><td>< 0.1 % Max</td></tr>
</table>
Maximum Quantity of Lift: 4000 MT
Minimum Quantity of Lift : 2000 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 %

ii) Assam VAT @ 5 % for sale within the state of Assam OR

iii) CST 2 % against Form C.

Note: All taxes as applicable shall be extra.
Transportation in buyers scope. Loading /Unloading in buyers scope.</td><td>Shall be displayed during auction</td><td>10.00 or its multipe</td><td>Rs. 800</td><td>11.00 AM to 1.00 PM</td></tr>
</table>

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 Raw Petroleum Coke by Numaligarh Refinery Limited**. This letter is to confirm that:

1) The undersigned is authorized representative of the company.

2) We have studied the Terms and the Business rules governing the Forward Auction as mentioned in Tender of NRL as well as this document and confirm our agreement to them.

3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

4) We confirm that NRL and STL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.

5) We also confirm that we will fax the price confirmation of our quoted price as per **Annexure III** within 24 hour of the completion of the forward auction and the format as requested by NRL/ STL.

6) We also confirm that we will fax the Declaration to the effect that quantity bidded does not exceed our annual installed capacity (**Annexure IV**) within 24 hour of the completion of the forward auction.

7) We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Date :

Scan and email this document to swaruph@synise.com

Annexure III

Price Confirmation

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

To,

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

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 (STL) 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

<table>
<tr><th>Synise Technologies Ltd</th><th>Numaligrah Refinery Limited</th></tr>
<tr><td>
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
</td><td>
Numaligarh Refinery Limited
PO - Numaligarh Refinery Project
Dist.: Golaghat, Assam, India
PIN- 785699

Officer’s Name

1. Mr. L.D. Kalita

Numaligarh Refinery Limited
PO: NRP, Dist.: Golaghat, Assam, India
PIN- 785699
P & T: 03776-265732 ; Intercom: 2406
e-mail: lakhayadhar.kalita@nrl.co.in

2. Mr. Krishna Kanta Dutta

Numaligarh Refinery Limited
PO: NRP, Dist.: Golaghat, Assam, India
PIN- 785699
P&T : 03776-265816 ; Intercom: 2496
e-mail: Krishna.k.dutta@nrl.co.in

3. Mr H. K. Neog
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e-mail: hemantakn@nrl.co.in

4. Mr Jitumoni Sarmah.

e-mail: jitumoni.sarmah@nrl.co.in
Intercom:3635
Ph. Nos. : 03776265562.
Fax No. : 03776265514.

5. Mr Pankaj Kr Saikia

Email : pankaj.saikia@nrl.co.in

Intercom:3636
Phone : 03776265562

Fax No. : 03776265514.
</td></tr>
</table>