



**HPCL Biofuels Limited, Integrated Sugar, Ethanol and
Cogeneration Plant, Sugauli (East Champaran) and Lauriya (West
Champaran) Bihar,**

**Request for Proposal for sale of BISS Brown Sugar through e-
Auction Platform of NCDEX e Markets Ltd (NeML)**

Ref. No- HBL official Email Dated 17.04.2023

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SPECIAL TERMS & CONDITIONS FOR SALE OF BISS BROWN SUGAR

1. Introduction

- 1.1. **HBL (HPCL Biofuels Limited Integrated Sugar, Ethanol and Cogeneration Plant)** was established in the year 2009 with Head-Quarters at Patna. It is wholly owned subsidiary of Hindustan Petroleum Corporation Limited which is and PSU oil marketing company. HBL is having two Integrated Sugar, Ethanol and Cogeneration Plant at Sugauli and Lauriya, East and West Champaran, Bihar.
- 1.2. HBL is having BISS Brown Sugar of crushing season 2022-23 in their HBL Sugauli and Lauriya Unit. HBL has offered to sell the Brown Sugar through NCDEX e Markets Ltd (NeML) e-Auction platform and the total quantity offered for sale is around **135 MT from Lauriya Unit** and **133.2 MT from Sugauli Unit**. The estimated quantity of stocks held in warehouse is as per Annexure-1.
- 1.3. The HBL will be the nodal agency for the purpose of sale of sugar, it involved in the production of sugar, brown sugar of 2022-23 season stocks held by HBL which has offered for sale in accordance with the Terms and Conditions of this RFP document shall be called as **Seller**.
- 1.4. HBL has entrusted and decided for conducting electronic auction for the sale of BISS Brown Sugar through NeML automated trading Platform.
- 1.5. The procedure for enrolment and registration of Participants, terms and conditions of purchase of Brown Sugar is detailed below. Some of the clauses to these terms & conditions may be amended, if necessary, prior to the conduct of e-Auction. Details of such amendments will be uploaded in the website <https://neml.in/NEMLWebsite/> for the information of participants.

2. DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION

- 2.1. Self-attested copy of Trader License issued by competent authority/AMC or Certification of incorporation, if any
- 2.2. Self-attested copy of GST registration certificate.
- 2.3. In case of Partnership firm or Co-operative or Corporate the applicant should furnish a copy of the partnership deed or Bylaws or Memorandum as the case may be. In case of Cooperative / Corporate body a copy of the letter of authority duly authorizing the Chief Executive or the authorized person to register and participate in the e-Auction process should be furnished.
- 2.4. Self-attested copy of the address proof viz telephone bill/ passport/electricity bill/ voter ID/ Aadhar card should be submitted along with the application. The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the competent authority.



- 2.5. Self-attested copy of Bank account details of firm/person, type of account held, account number, name of the bank, address, IFSC code, along with a copy of the first page of Pass book with the signature of applicant duly attested by Bank Manager or a cancelled cheque.
- 2.6. A set of documents to be enclosed to application for enrolling as participant on NCDEX E-Markets Ltd. The applicant has to sign all the pages of tender document duly stamped and submit along with relevant documents and attach the same to duly filled applications. Applications without valid documents will be rejected and kept pending for registration.
- 2.7. The participant has to deposit the **registration fee of Rs.5900/- (Rs 5000+ 18%GST)** along with the documents. The registration fee can be directly transferred to the NeML bank account given below. The existing participants of HBL Sugar, who have renewed their membership for the current financial year need not to pay registration fee to NeML. However, they have to submit signed copy of RFP.
- 2.8. The application for registration with relevant Annexures can be downloaded from the website <https://neml.in/NEMLWebsite/> Requests for forwarding applications through post /couriers will not be entertained.
- 2.9. The interested applicants may also visit website <https://neml.in/NEMLWebsite/> for any relevant information regarding enrolment as participant on NeML. Interested participants can also contact the Customer Service Group (CSG) on phone numbers (022) 6211000.

3. EVALUATION OF APPLICATION FOR REGISTRATION.

- 3.1 The completed applications along with relevant documents and fee / registration charges shall be submitted on or before **22nd May, 2023** at the following addresses,
To,
The Membership Department
NCDEX E Markets Limited,
Akruti Corporate Park, 1 St Floor, Near GE Garden
L.B.S Marg, Kanjurmarg, Mumbai 400078
- 3.2 The applicants will be informed regarding acceptance/ rejection/ non-receipt of certain documents etc., by HBL or through NeML. The applicants who fulfill the eligibility criteria will be enrolled as registered Participants of Sugar and will be issued with user ID and password by NeML. The enrolled applicants are advised to change the password on periodic basis and shall not disclose the password to any unintended entities. Any bids placed using the Username and Password shall be considered as unconditional and absolute bid of the participant to whom such Username and Password belongs has been assigned.
- 3.3 All registered participants are eligible to participate on electronic bidding system (e-auction) conducted by NeML as and when scheduled. The electronic auction platform will scrutinize the financial bids and bid winner will be declared, based on the highest offer in respect of specified lot offered for sale subject to terms and conditions detailed in this document.



- 3.4 HBL reserves the right to reject any or all applications without assigning any reasons, at any stage, without any liability and the decision of HBL in this regard shall be final and binding on the participants/applicants

4. SCHEDULING OF E-AUCTIONS.

- 4.1 The schedule of e-Auction, type of e-Auction and details of warehouse wise auction, date and timings will be published on the website <https://nemi.in/NEMLWebsite/>
- 4.2 All registered participants are eligible to participate in e-auctions subject to fulfilling the criteria as per the terms and conditions of this tender and subsequent amendment to certain clauses of the tender, if any prior to scheduling e-Auctions.

5. QUALITY OFFERED FOR SALE

The quality of Brown Sugar offered for sale is on “as is where basis is”. The interested participants, if they desire, may visit the warehouse for the inspection of Brown Sugar stocks with prior intimation to HBL before participating in e-Auction. The Participant shall be solely responsible for inspecting the stocks at his sole discretion before participating in e-Auction and no complaints regarding the quality of the stocks shall be entertained.

6. PROCESS OF ELECTRONIC AUCTION SYSTEM ON NeML PLATFORM.

- 6.1 The NeML, after scrutiny of application for registration will enroll the applicants on the platform subject to certain eligibility criteria as prescribed by the NeML and HBL. They will be allotted with User ID and Password by NeML.
- 6.2 The registered participant with such user ID and password is only eligible to participate in the electronic bid system i.e., e-Auction.
- 6.3 NeML in consultation with HBL, will schedule the auctions for warehouse wise and such details viz., e-auction calendar will be published on the website of NeML <https://nemi.in/NEMLWebsite/>, Registered Participants are requested to go through the auction calendar carefully before participating in e-Auction.
- 6.4 The registered participant shall not be intimated individually regarding the e-auctions. However, the registered Participants may contact HBL, Head office located at Patna for obtaining details of schedule of e -auctions.
- 6.5 Alternatively, the registered Participants may contact the Customer Service Group on phone numbers **(022) 6211000** of NeML for information on schedule of e-Auction. The registered Participants shall take adequate care and are solely responsible to obtain details of the schedule of e-auctions through the website <https://nemi.in/NEMLWebsite/> in their own interest, rather than depending on other mode of information sources.



6.6 The registered Participants need to deposit **4 Lakh (Four Lakh Only)** for both location or **2 Lakh (Two Lakh Only)** for each locations as interest free refundable EMD (margin money) with their

HDFC Bank	00990690013043		Fort, Mumbai
State Bank of India	30760960198		Fort, Mumbai

<https://sugarpt.neml.in>

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<https://sugar.neml.in>

<https://neml.in/NEMLWebsite/>

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- ii. The quantities are fixed for each lot. Participant cannot quote for partial quantities. A bidder while submitting the bid online has the option to increase bid price for specified lot. This way he can modify his bid till the end of auction schedule. Auction platform will not allow the bidder to modify his bid once submitted to decrease the price bid. In case such modified bids are submitted the same shall be rejected and the earlier valid bid prevails.
- iii. Allocation of entire lot quantity will be based on highest price bid. Bids submitted after the closure of auction will be rejected
- iv. If two or more bidders have the same price, bidder who put in his bid first gets priority.
- v. There will be a limit on quantity that a bidder is entitled to bid based on net EMD amount available after adjustments / deductions if any at the time of bidding.
- vi. The minimum Price Bid increment or Tick size is One Rupee per quintal.**
- vii. The quote is inclusive of all costs as detailed in Clause 6.14.

6.13 The stock of BISS Brown Sugar stored at respective warehouse was produced during the crushing season 2022-23 are offered for sale from the such units.

6.14 The price quoted shall be per 100 Kgs (Quintal) on ex-warehouse basis for each lot and are:

- a) Exclusive of all incidental expenditure, transaction charges, taxes including GST/ any tax, if any payable.
- b) Exclusive of cost of packing (if repacking is necessary), storage charges as may be applicable, transportation charges, transit insurance and loading charges, weighment charges payable to weighbridge and any other expenses incurred for taking delivery at respective warehouses.

6.15 The bids of all the participants, must remain valid for a maximum period of two working day from the date of auction.

6.16 The minimum tick size shall be Rs. 1/- (One Rupee only).

6.17 During an auction session, a bidder may modify his bid as per Clause 6.12 above. No cancellation of bids shall be allowed during an auction session.

6.18 The final results of the e-Auction as declared by NeML, are binding on all participants. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted. Failure to accept award of sale shall result in the forfeiture of the EMD.

6.19 Any bid placed using the bidder's username and the password shall be deemed to be an unconditional binding of the bidder to whom such username and the password has been allotted by NeML, inter-alia, for the purpose of the e-Auction and the bidder shall be solely and fully



[REDACTED]

[REDACTED] responsible for all the activities that occur under such username and password. The Bidder is

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] <https://neml.in/NEMLWebsite/>

[REDACTED] therefore bidder to check the username and the password before the Auction and is advised

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] not to divulge to anyone else or to use the information of

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] 6.20 The Bid of the highest bidder of online bidding (B.A.) will be accepted and the

7.1.7. The participant has to get the printout of delivery order vetted by approved model. CC

[REDACTED]

[REDACTED]

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7.1.8. The participant has to get the printout of delivery order vetted by approved model. CC

[REDACTED]

[REDACTED]



7.5 The tare weight of the empty vehicle will be recorded on the electronic weigh bridge and after loading the net weight will be recorded on the same electronic weigh bridge and the net weight is recorded in the presence of authorized representatives of warehouse authorities, official of respective organization and the participant. The participant may note that the warehouse authorities would notify such weighbridges nearest to the warehouse for the purpose of weighing. Weighing in other weighbridges will not be allowed as per the choice of the Participant. Any exception to this stipulation has to be approved by CEO, HBL.

7.7 While giving delivery of stocks, the participant/representative of participant will be issued with release order duly signed/stamped by the warehouse Manager. The Participant shall liaise with warehouse officials and concerned Agriculture Marketing Committee authorities for obtaining transport permit.

7.8 It will be the responsibility of the participant to obtain import/stock evacuation/export permits, interstate sale/movement permits etc. from the authorities concerned in case the stocks are to be moved to places outside the district/state/country. Such permits shall have to be produced or made available at the time of taking delivery from the depots.

7.9 The EMD will be refunded to participant after completion of taking full delivery of stocks of BISS Brown Sugar and after receiving same confirmation from HBL management.

8. ARBITRATION

- a) All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the Parties hereto touching or concerning the RFP, interpretation of any clauses, meaning, operation or effect thereof or to the rights and liabilities of the Parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination, foreclosure, termination or breach of the RFP Terms and Conditions (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall be resolved by mutual consent of Parties to dispute. In case any dispute remains unresolved for more than 30 days, the same shall be referred to Sole Arbitrator appointed by HBL at its sole and absolute discretion.
- b) The Sole arbitrator so appointed shall be either retired officer of Hindustan Petroleum Corporation Limited (referred to as owner or HPCL/HBL) or a retired officer of any other Government Company in the Oil Sector of the rank of Ch. Manager & above or any retired officer of the Central Government not below the rank of a Director. The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of the owner, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.
- c) In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, HBL, shall nominate another person as aforesaid, to act as the Sole Arbitrator.



- d) Such another person nominated as the sole arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. The failure on the part of HBL to make an appointment on time shall only give rise to a right to other party to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
- e) The award of sole arbitrator shall be final and binding on the parties to the agreement.
- f) The work under the contract shall, however continue during the arbitration proceedings, except in case of termination and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement of pendency of such proceedings.
- g) The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- h) The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the Parties unless the Sole Arbitrator otherwise directs in his award with reasons.
- i) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, shall apply to the Arbitration proceedings under this Clause.
- j) The Contract shall be governed by and constructed according to the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at Patna for all purposes. The Arbitration shall be held at Mumbai and conducted in English language.
- k) The Appointing Authority of HBL for appointment of Sole Arbitrator shall be the Functional Director of HPCL or CEO –HBL.

9. NEML DECLARATION:

- a) NeML is acting only as a service provider for this e-Tender and shall not be a party to the contract between the Seller and the Participant subsequent to this e-auction. By bidding in this e-auction, a bidder acknowledges that NeML shall not be held responsible for any loss that he/she/they may suffer as a consequence of this e-auction or non-adherence of these terms and conditions.
- b) NeML will be providing e-Auction platform for the purpose of price discovery and shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both seller and Participant shall completely absolve NeML from any consequences resulting out of this tender and further any disputes between Participant and seller shall have to be resolved by them as per Clauses mentioned above. NeML shall not be made party to any litigation, suit, petition, application, arbitration or appeal arising from the dispute between Participant and seller. Both the Participant and the seller agree and accept to indemnify and keep NeML indemnified from all the claims, losses or expenses that NeML may incur/suffer as a result of any dispute between Participant and seller.

10. CORRUPT PRACTICES:



Any bribe, commission, advantages offered or promised by or on behalf of the Participants to any officer/ employee/ servant of the HBL/NeML, then such Participants shall be debarred from the tender enquiry in addition to initiating criminal action and blacklisting. Canvassing in any form on the part of the Participant or on his behalf at any stage of tender process or while taking delivery will be treated as violation of terms and conditions of tender. If such instances are noticed the Participant will be blacklisted for a minimum period of 3 years.

11. INDEMNITY:

The Participant shall defend, indemnify and hold Seller harmless during and after the tender against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, resulting from any violation of any laws by the Participant or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.

12. FORCE MAJEURE:

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India Policy or Bihar State Government's Policy, restrictions (excluding any stock limits), strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Seller/Participant from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than one month, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the existence and duration of such circumstances

We have carefully and fully gone through the terms and conditions of this tender. We agree to the terms and conditions as detailed in section 1 to 12 of the above Tender document.

Signature of Applicant: _____

Place: _____

Name: _____

Date: _____

Seal: _____



APPENDIX I

DEFINITIONS

- 1) The term 'HBL' wherever occurs shall mean **HPCL Biofuels Limited**, and will include its authorized officers acting on its behalf.
- 2) The term 'contract' shall mean and include the invitation to tender, incorporating also the instruction to tenderers. The tender, its annexures and the schedules, acceptance of tender and such general and special conditions and any amendments to certain Clauses of tender as may be added to it.
- 3) The term 'NeML' wherever occurs shall mean NCDEX e Markets Limited.
- 4) The term 'bidder/Participant/participant/applicant' shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees as the case may be.
- 5) The term 'seller' viz., HBL who has produced BISS Brown Sugar in the season 2022-23 the extent of stocks held by them which is put for sale by this tender
- 6) The term 'e-Auction' or 'electronic auction' means submission of the bids Online by the Participant(s)/bidder(s) for the commodity offered for sale (BISS Brown Sugar) via the internet, over a prescribed time period.
- 7) The term 'English Forward Auction', 'Forward auction' means an ascending price auction where several Participants compete to offer the Price the seller will accept. The seller specifies the opening bid and bid increment and optionally a reserve price. Each bidder submits a successively higher bid. At the end of the auction, bidders with the highest bids win subject to terms and conditions of the tender.
- 8) 'EMD (margin money)' means Earnest Money Deposit which is a deposit paid to demonstrate commitment and to bind a contract, with the remainder due at a particular time. If the contract is breached, then the EMD is kept by the recipient as pre -determined (liquidated) or committed damages
- 9) Security Deposit (SD) is deposit paid to demonstrate that the Participant has accepted the award of contract and his willingness to take delivery of stocks in accordance with terms and conditions specified
- 10) Tick Size means minimum increment allowed either for improving the quantity or price bid
- 11) Free Delivery Time means that for such a period no storage charges will be levied.

ANNEXURE 1

Details of stocks available at HBL, BISS BROWN Sugar, Base Price and Salient Features of Trade:

Sr No	Salient features of the Auction for Sale of BISS Brown Sugar on Date 28.04.23	
1	Quantity, Ex-Mill	268.2 MT (Lauriya 135 MT & Sugauli 133.2 MT)
2	Margin Requirement (EMD)	Four Lakh Only
3	Base Price	Reserve price of HBL
4	Confirmation of the contract (Award Allocation)	(Within T + 1 Day) where T is the auction day
5	Security Deposit after Award of Contract	The EMD of the successful bidder will be converted into SD.
6	Delivery Time Period from Sugauli and Lauriya Warehouse	Within T + 21 Days where T is the Date of Auction
7	Trading Hours	Friday 22.05.2023 From 14:00 PM ONWARDS (Auction schedule will be uploaded on NeML's website)
8	Default in completion of lifting of entire Traded Qty within T + 21 Days	Lifting Compulsory with in T+21 Days
9	Transaction Charges for the Participants	0.40% on the Traded Value Plus 18% GST
10	Applicability of the Sugar Commission to the Sugar Participants	Not Applicable (NIL)