

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

REQUEST FOR PROPOSAL

Tender for sale of Brown Sugar through e-Auction Platform of NCDEX e Markets Limited

Ref.No- HBL official Email Dated 19.07.2021

Tender for Sale of Brown Sugar

1. Introduction

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, Pin-845456 and 845453.

- 1.1 At the instance HBL is having BISS Brown Sugar of Crushing Season 2020-21 in their HBL Sugauli and Lauriya Unit. HBL has offered to sell the BISS Brown Sugar through NCDEX e Markets Ltd (NeML) e-Auction platform and the total quantity offered for sale is around 185 MTs from Lauriya Unit and 33 MTs from Sugauli Unit. The estimated quantity of stocks held in warehouse is as per Annexure-3.
- 1.2 The HBL will be the nodal agency for the purpose of sale of BISS Brown Sugar produced during the season 2020-21 stored in their Lauriya and Sugauli Unit.
- 1.3 HBL which was involved in the production of BISS Brown Sugar in 2020-21 season stocks held by HBL which is put for sale in accordance with the Terms and Conditions of this RFP document shall be called as **Seller**.
- 1.4 HBL has decided to follow e-Auction mode for sale of BISS Brown Sugar and has entrusted the same to NeML, for conducting electronic auction through their automated trading Platform.
- 1.5 HBL under whose custody of the stocks is held, has invited applications from the eligible applicants for enrolment as registered buyers for the purchase of BISS Brown Sugar.
- 1.6 The procedure for enrolment and registration of buyers, terms and conditions of purchase of BISS 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 www.neml.in for the information of participants.

2 DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION.

(Please refer Annexure 1 and 2 for application)

- 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 byelaws or memorandum as the case may be. In case of Cooperative / corporate body 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 The address proof of the authorized signatory viz Telephone bill/copy of pass port / electricity bill/ voter ID/Aadhar Card self-attested copy 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 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 cancelled cheque.
- 2.6 One set of documents to be enclosed to application for enrolling as participant on NCDEX E Markets Ltd. The format of application is furnished vide Annexure-1 and 2. 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 applicants have 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 members (TCM, CP and existing members of HBL Sugars) of NeML who have renewed their membership for the current financial year need not pay registration fee to NeML. However they have to submit scanned signed copy of this.
- 2.8 The application for registration with relevant Annexures can be downloaded from the website www.neml.in. Requests for forwarding applications through post / couriers will not be entertained.
- 2.9 The interested applicants may also visit website www.neml.in for any relevant information regarding enrolment as participant on NeML. Interested participants can also contact the Customer Service Group on phone numbers **(022) 61201000**.
- 2.10 Those who have already registered as Commodity Participants/Members/Sugar buyers on NCDEX E Markets Ltd and who have renewed their membership for the current financial year need not separately register with NCDEX E Markets limited for this tender. However, they shall submit duly signed tender document for having accepted the terms and conditions of the tender to participate in the proposed e - auction.

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 **27th July, 2020** 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, Kanjur Marg, 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 fulfil the eligibility criteria will be enrolled as registered buyers of Sugar and will be issued with registration number/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 buyers 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 winners will be declared based on the highest offer in respect of specified lots 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 www.neml.in
- 4.2 All registered buyers 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

- 5.1 The quality of BISS Brown Sugar offered for sale is on “**as is where basis is**”. The interested buyers, if they desire, may visit the warehouse for inspection of BISS Brown Sugar stocks with prior intimation to HBL before participating in e-Auction. The Buyer 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 member ID and password by NeML. Buyers empanelled for participating in other state Sugar e auctions should sign the tender document for meeting eligibility requirements.
- 6.2 The registered buyers with such member ID and password are 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 each lot or warehouse wise and such details viz., e -auction calendar will be published on the website of NeML www.neml.in, Registered buyers are requested to go through the auction calendar carefully before participating in e-Auction.
- 6.4 The registered buyers shall not be intimated individually regarding the e-auctions. However, the registered buyers may contact HBL, Head office located at Patna for obtaining details of schedule of e -auctions.
- 6.5 Alternatively the registered buyers may contact the Customer Service Group on phone numbers **(022)61201000** of NeML for information on schedule of e-Auction. The registered buyers shall take adequate care and are solely responsible to obtain details of the schedule of e-auctions through the website www.neml.in in their own interest, rather than depending on other mode of information sources.
- 6.6 The registered buyers need to deposit 1.5 Lakh (One Lakh and Fifty Thousand Only) as interest free refundable EMD (margin money) with their registered NeML Escrow A/c or below

mentioned bank accounts of NeML to participate in the e-auctions by way of RTGS or electronic fund transfer, well in advance i.e. at least one day before the scheduled date of e-Auction which they propose to participate. Any change in mode of deposit or account details will be communicated to individual registered member.

NCDEX e Markets Ltd. Bank Account Details for Settlement			
Bank Name	Settlement Account	IFSC Code	Branch Name
HDFC Bank	00990690013043	HDFC0000060	Fort, Mumbai
Axis Bank	004010202176811	UTIB0000004	Fort, Mumbai
State Bank of India	30760960198	SBIN0011777	Fort, Mumbai

- 6.7 The bidder member should check their clearing and settlement account for the transfer of funds using <https://sugarpt.neml.in> in the prescribed manner (Contact Customer Service Group on +91 2261201000)
- 6.8 The bidders shall be allowed by NeML to bid only if the requisite EMD amount is available in the Account of NeML. The amount deposited as EMD (Margin Money) would determine the bidding capacity of the bidder.
- 6.9 Only the EMD (Margin Money) of the winning bidders, who get a partial or full allocation, would be blocked by NeML. EMD (Margin Money) of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to non-fulfillment/not meeting the conditions attached to the bid(s), shall be returned by NeML on the withdrawal request made by the bidder through <https://sugar.neml.in> latest by one day from the day of close of E-Auction.
- 6.10 In case, if any bid is received 3 minutes prior to the scheduled auction closing time then the auction schedule shall be extended for 5 minutes over and above the scheduled auction closing time. There shall be maximum three such extensions. The Circular on e -Auction calendar will notify such or any other details as the case may be.
- 6.11 The bidders shall place their bids online on NeML <https://sugar.neml.in>, the online trading system made available by NeML as per the terms and conditions of the E-Auction.
- 6.12 Warehouse wise BISS Brown Sugar stock will be offered for Sale, as per the details specified in the Circular uploaded on web site www.neml.in. The lots are rounded off to next higher MT and will be offered for Sale strictly on **“as is where basis is”**. The evaluation and finalization of bids received shall be made on the basis of following criteria:
 - i. For these stocks the auction type will be English Forward Auctions facilitated by Auction Engine. The auction calendar for this category of e-Auction will be published on the web site www.neml.in
 - ii. The quantities are fixed for each lot. Buyer 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. This will be determined as per Clause 6.6 and 6.9 above.
 - vi. The minimum Price Bid increment or Tick size is Five 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 2020-21 are offered for sale from the 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 Bidders who have participated in the E-Auction must remain valid for a maximum period of one working day from the date of auction.
- 6.16 The Bidders are required to quote in Indian Rupees per 100 Kgs (Quintal on ex-warehouse basis) for each auction. HBL may specify, if desired a floor price/reserve price below which no bids may be accepted by NeML Platform. The minimum tick size shall be Rs. 5/- (Rupee Five 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 bidders. 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 or non-remittance of SD within the time schedule as per Clause 6.22 by the successful bidder shall result in the forfeiture of the EMD (Margin money).
- 6.20 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 responsible for all the activities that occur under such username and password. The Bidder is therefore advised to check the username and the password before the E-Auction and is advised not to reveal it to anyone else so as to prevent misuse of the same.

- 6.21 The Bid of the highest bidder of online bidding/E-Auction session (online bidder) will be declared as the Successful bidder by HBL, subject to necessary scrutiny within the validity period of bid. NeML shall evaluate the bids after conclusion of e -auction and has the right to reject any bid/bids including the highest bid if found not competitive. NeML will send individual communication to the H1 and no further communication will be sent to Bidders regarding the results of e-Auction. Bidders shall check the status of their bids by accessing the platform using their User ID and Password.
- 6.22 The Bidder whose bid has been accepted as per the Circular uploaded on the web site www.neml.in shall arrange to lift the intended quantity within 21 calendar days after the auction day or within 20 days after the acceptance of his bid. In the E Auction the EMD of the successful bidder will be held with NeML till such time the successful bidder lifts the bidding quantity after depositing the value for the intended quantity with NeML subsequently within 21 Days of the date of auction.
- 6.23 HBL and the NeML shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness to access NeML Platform <https://sugar.neml.in> In case of any technical problems at NeML Server and if auctions are not conducted as scheduled, then such auctions will be rescheduled accordingly. The details of rescheduled auctions will be uploaded on the website www.neml.in
- 6.24 The Request for proposal for empanelment of Buyers, the terms and conditions of Tender for sale of BISS Brown Sugar, Amendments to terms and conditions of Tender, Bid of the Successful bidder, Letter/Email Confirmation/Fax/Circular issued by the HBL, shall constitute the terms and conditions of a valid and binding Contract between the Seller and the Buyer.
- 6.25 In case of successful bid of the buyer the margin money i.e. EMD will be refunded after taking full delivery of stocks by the successful buyer in accordance with the terms and conditions of tender and completion of the clearing and settlement process by NeML.
- 6.26 In case of unsuccessful bid of the buyer the margin money i.e. EMD will be refunded the next working day by NeML. The unsuccessful Bidder would submit the request on <https://sugarpt.neml.in> for refund of EMD. If buyer wishes to retain the EMD as margin money the same would be allowed by the NeML, for participation in the subsequent e -auctions.
- 6.27 The successful bidders will be charged transaction charges of 0.375% of the traded value plus GST @ 18% on TC by NeML.
- 6.28 NeML will be providing e-Auction platform for the purpose of price discovery. It shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both seller and buyer shall completely absolve NeML for any consequences resulting out of this tender and further any disputes between buyer and seller shall have to be resolved by them as per Clause 8 below.

7. Delivery Process:

- 7.1 The short-listed buyer who qualifies in e-auction will be issued with Delivery order by NeML, subject to following conditions and process detailed hereunder:

- 7.1.1 The amount payable would comprise value of the BISS Brown Sugar lot awarded based on the accepted bid, and proportionate Transaction charges at the rate of 0.375% on the trade value and applicable GST at the rate of 18.00 per cent on Transaction Charges and storage charges as may be applicable as per Clause 7.1.10 detailed below.
- 7.1.2 The buyer has the option to split the quantity of awarded Lot, deposit the amount equivalent to delivery order and at best can generate maximum of five Delivery Orders subject to condition that the complete payment is remitted through electronic fund transfer as per Clause 7.1.1 above to their NeML Registered Escrow A/c.
- 7.1.3 The payment remittance details (amount remitted, Bank, IFSC code, RTGS reference number etc.,) can be checked in <https://sugarpt.neml.in> in the prescribed manner in respect of each Delivery Order for the quantities intended for taking delivery. Buyer can access by entering his user ID and Password. Contact Customer Service Group on 022-61201000 for any help.
- 7.1.4 The Buyer shall compulsorily enter details of authorized person (Name, Identity card number, Mobile number etc.,) who would be taking delivery on behalf of the Buyer in <https://sugarpt.neml.in>
- 7.1.5 Delivery of stocks to such authorized person as per the details entered by the Buyer on <https://sugarpt.neml.in> shall be at Buyers sole responsibility and risk. No claim shall lie against the concerned authority/warehouse official on any account whatsoever.
- 7.1.6 The Buyer can verify the status of Delivery Order request in <https://sugarpt.neml.in> and if approved can generate and take the printout of Delivery Order one for his record and other copy for submission to Warehouse official.
- 7.1.7 The buyer has to get the printout of Delivery Order vetted by concerned nodal officer and then only arrange to depute authorized person for taking delivery. The details of nodal officers will be published on the web site www.neml.in
- 7.1.8 The Buyer shall liaise with concerned warehouse Manager for allocating dates for taking delivery in accordance with delivery schedule specified in Delivery Order. This activity is critical for taking delivery of the consignment in desired manner and would avoid any undue delays for lack of communication. The contact details of concerned Warehouse Manager/Official will be published on the web site www.neml.in
- 7.1.9 Each Delivery Order is distinct, shall have unique serial number. The Warehouse Manager may refuse to give delivery of consignment if Buyer or his Authorized representative fails to produce valid Delivery Order duly vetted by concerned Nodal Officer and necessary identity details of authorized person as mentioned in Delivery Order at the time of taking delivery.

- 7.1.10 The awarded quantity has to be lifted within 21 working days from the date of issue of Circular on the status of e -Auction. The quantity will be lifted on **Nett Weight Basis**.
- 7.1.11 Lifting of stock of BISS Brown Sugar from the warehouse within 20 working days from the date of issue of Circular on the status of e-Auction will attract nil storage charges. Lifting of stocks beyond 20 working days free delivery period will attract storage charges as mentioned Rs 1 Per Day per qntl which will increase by Rs 1 Per Day/Per Qtl in subsequent weeks. This additional delivery period with payment of storage charges will be Rs. 1per Qntl for first week, Rs. 2 per quintal for 2nd week, Rs. 3 per Quintal for 3rd week and so on.
- 7.1.12 Deliveries will not be given for such of those Buyers who have exceeded the value of margin money equal to warehouse charges. The EMD will be forfeited in such instances. Requests for further extensions of delivery date will only be considered if concerned warehouse agencies or the Seller cannot fulfill the requirement of delivery of stocks for reasons beyond the control like natural calamities, non-availability of sufficient labor either due to strike or for any other events specified under Force Majeure Clause. Buyer shall promptly intimate about such instances to Seller i.e. HBL, as the case may be, by e-Mail/Fax within 48 hours failing which such requests for extension of delivery due to above reasons will not be admitted. The Seller will examine genuineness of such requests and take decision to admit or reject extension of time for taking delivery beyond the stipulated period as detailed in Clause 7.1.10. If extension period of delivery is granted the Buyer has to bear the storage charges as may be applicable.
- 7.1.13 Any balance amount remaining with the Seller towards sales proceeds excluding EMD will be refunded without interest after reconciliation of the account.
- 7.1.14 Failure to take allotted delivery or partial delivery within the stipulated time will attract forfeiture of EMD and SD subject to extensions granted as per Clause 7.1.11 and 7.1.12 above.
- 7.2 Violation of any of the Clause/Clauses of the Tender shall be deemed as violation of Terms and Conditions of Tender. This would result in forfeiture of EMD and SD. Further Buyer may be barred from participating in subsequent e -Auctions. Such suspension will have initiated without assigning any reason whatsoever.
- 7.3 The buyer, through his authorized representative, while taking delivery shall submit Delivery order issued by NeML (in whose custody the stocks are held) to the warehouse authorities duly furnishing photo identity of the representative.
- 7.4 The warehouse authorities will arrange to deliver the quantities mentioned in the delivery order in front of authorized representatives of respective organization and the Buyer. Seller will not guarantee exact quantities to be delivered as specified in Delivery Order. Deliveries will be effected on last in first out basis(LIFO) or the sequence as per convenient handling of stock stored in warehouse without giving room for repeated unstacking/stacking of stocks. Requests by the Buyer or his authorized representative for taking delivery of particular stock will not be entertained and such requests will be summarily rejected by warehouse Manager.

- 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 Buyer. The buyer 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 buyer. Any exception to this stipulation has to be approved by CEO, HBL.
- 7.7 While giving delivery of stocks, the buyer/representative of buyer will be issued with Release Order duly signed/stamped by the warehouse Manager. The Buyer shall liaise with Warehouse Officials and concerned Agriculture Marketing Committee authorities for obtaining transport permit.
- 7.8 It will be the responsibility of the buyer 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 buyer after completion of taking full delivery of stocks of BISS Brown Sugar and after receiving same confirmation from HBL management.

8. Resolution of Disputes:

ARBITRATION

- 8.1 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.
- 8.2 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.
- 8.3 In the event of the Arbitrator to whom the matter is referred to, doesnot 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.
- 8.4 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.

- 8.5 The award of sole arbitrator shall be final and binding on the parties to the agreement.
- 8.6 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.
- 8.7 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.
- 8.8 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.
- 8.9 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 thereunder, shall apply to the Arbitration proceedings under this Clause.
- 8.10 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.
- 8.11 The Appointing Authority of HBL for appointment of Sole Arbitrator shall be the Functional Director of HPCL or CEO –HBL.
- 8.12 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 Buyer 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.
- 8.13 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 buyer shall completely absolve NeML from any consequences resulting out of this tender and further any disputes between buyer 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 buyer and seller. Both the buyer 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 buyer and seller.

9. CORRUPT PRACTICES:

Any bribe, commission, advantages offered or promised by or on behalf of the Buyers to any officer/ employee/ servant of the HBL/NeML, then such Buyers shall be debarred from the tender enquiry in addition to initiating criminal action and blacklisting. Canvassing in any form on

the part of the Buyer 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 Buyer will be blacklisted for a minimum period of 3 years.

10. INDEMNITY:

The Buyer 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 Buyer or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.

11. 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/Buyer 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 11 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/buyer/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 2020-21 to 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 buyer(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 buyers 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 Buyer 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

APPLICATION FOR ENROLMENT AS BUYER OF SUGAR/BISS BROWN SUGAR

(NOTE: Annexure-1 should be printed on the letter head of the firm, should be filled up in Capital letters and each page of the application form has to be signed by the authorized signatory. Enclose duly signed RFP document (on all pages), relevant copy of documents along with the duly application in two sets)

1. Name of the Applicant	
2. Office Address	
a) Telephone No.	
b) Fax No	
c) Mobile No.	
d) E-mail	
e) website	
f) Residential Address	
g) Residential Telephone No.	
3. Category of Business: (Trader/Processor/Manufacturing using BISS Brown Sugar as raw material/Others (Pls Specify)	
4. Factory Address (as applicable)& Tel. No	
5. PAN No	
6. GST Registration No & Date of Registration	
7.a) If Partnership firm, Name & Address of all Partners	
b) If Registered under Companies Act, Name of the Chairman and Managing Director with full address	
c) Name & Address of Proprietor	
8. D.D. No. & Date or UTR details towards application / registration fee of NeML (Rs.5000 + 18% GST=Rs.5900)	
8. Year of Establishment of the firm	
9. Annual Turnover (Rs.in Crore)	
2017-18	
2018-19	
2019-20	
11. Name of the Authorised signatory (a copy of the authorization to be enclosed wherever necessary)	

I hereby agree to abide by terms & conditions stipulated for empanelment as Buyer of BISS Brown Sugar . The duly signed terms and conditions of RFP document is enclosed to this application along with relevant documents.

Date:

Name & Signature of the Applicant
Address & Seal

ANNEXURE – 2

- i) Please read the accompanying notes carefully before filling up the form.
ii) Please attach all relevant documents along with this application.
iii) Please use additional sheets to furnish information, wherever necessary.
-

1. NAME OF APPLICANT: _____

2. Constitution:

- ☐ INDIVIDUAL
☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP FIRM
☐ CORPORATE - Pvt. Ltd.
☐ CO-OPERATIVE SOCIETY
☐ GOVT OR GOVERNMENTAL ORGANISATION
☐ OTHERS – PLEASE SPECIFY

3. Date of Birth/Incorporation/Registration: _____

4. PAN No. _____

GST No. _____

5. Registered Office Address –

City and state _____ Pin _____
Tel. _____ Fax _____
Email ID _____ Contact Person's Name _____
Mobile No. _____ Designation _____

6. Address for Communication

- ☐ Please tick if the communication address is same as registered office address or else fill in new address below -

City and state _____ Pin _____
Tel. _____ Fax _____
Email ID _____ Contact Person's Name _____
Mobile No. _____ Designation _____

7. Details of the Individual/Proprietor/Managing Partner/Chief Executive/Chairman/Secretary

Name : _____
PAN No. _____
Address: _____

City and state _____ Pin _____
Tel. _____ Fax _____

Email ID _____ MobileNo. _____

(Please give details of the Individual/Proprietor/Managing Partner/Chief Executive/Chairman/Secretary of the governing body and all Directors/partners/members of governing body in Annexure SC – 3, along with their detailed biodata)

8. (A) Name of the stock / commodity exchange(s) on which the applicant is a member. (Please tick relevant)

☐ NOT MEMBER OF ANY OTHER EXCHANGE

☐ YES, DETAILS AS UNDER

1. _____

2. _____

Membership No. : _____

(B) Name of the stock / commodity exchange/s on which any director/dominant promoter/partner is a member.

☐ NOT MEMBER OF ANY OTHER EXCHANGE

☐ YES, DETAILS AS UNDER

1. _____

2. _____

(Please provide details in Annexure SC – 2. Please, submit conduct certificates from the respective stock / commodity exchanges for the applicant / partners / director / dominant promoter(s) / Group Company / associate company)

9. Net worth of the Applicant: Rs. _____ Lakhs as on _____

10. DETAILS OF THE BANK ACCOUNT OF APPLICANT (Enclose cancelled cheque copy)

A. BANK ACCOUNT NUMBER _____

B. BANK NAME _____

C. BRANCH CITY AND NAME _____

D. IFSC CODE _____

E. ACCOUNT TYPE _____

DECLARATION -

Any mis-statement or misrepresentation or suppression of facts in connection with this application for CP membership or breach of any undertaking or condition of admission of CP membership entails rejection of application or expulsion from membership.

I/We hereby state that the above-mentioned particulars and annexures hereto are true, correct and complete to the best of my/our knowledge and information. I / We also state that no relevant material fact has been misstated, misrepresented or suppressed.

Signed and Sealed:

Name :

Designation:

Date :

Place :

Affix Passport size
photograph of the
Signatory

Checklist:

1. Dully Filled and Signed Application Form
2. Bank Account Statement showing account details/ Canceled Cheque
3. A Self Attested Copy of PAN/TIN Card.
4. A Self Attested address proof (Aadhar Card)/ Voter ID Card/ Driving Licence
5. Self-attested Copy of GST Certificate
6. Bank approval letter
7. Signed Risk Disclosure Form
8. Details of Registration and yearly applicable Fee of Rs 5000 + Service Tax (18%) i.e. **Rs.5900** in the below mentioned NeML Account via cheque deposit or NEFT **(No Cash Deposit Allowed)**

Bank Name	Bank Account Name	NeML Dues Account	IFSC Code	Branch Name
HDFC Bank	NCDEX e Markets Ltd	00990690013050	HDFC0000060	Fort
Axis Bank	NCDEX e Markets Ltd	004010202176820	UTIB0000004	Fort
SBI	NCDEX e Markets Ltd	30760958792	SBIN0011777	Fort

9. Send scanned copy of signed & filled Application form with above mentioned docs to manoj.choudhary@nemi.in, abhishekkumar.chubey@nemi.in, & Probodh.dey@nemi.in and hard copy to following address:

To,
Mahendra Kulat (NeML-Membership Dept.)
NCDEX e Markets Ltd., 1st Floor,
Ackruti Corporate Park
Kanjurmarg (W) Mumbai -78

ANNEXURE 3

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

Sr No	Salient features of the Auction for BISS Brown Sugar on Date 28.07.21	
1	Quantity from HBL Lauriya and Sugauli, Ex-Mill	185 MT (2020-21) from Lauriya and 33 MT (2020-21) from Sugauli
2	Margin Requirement (EMD)	One Lakh and Fifty Thousand Only
3	Base Price	80% of rate for the last sugar traded (S-30)
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	Wednesday 28.07.2021 From 03:00 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	Warehousing Charges will be applicable as per current system for Normal Sugar
9	Transaction Charges for the Buyers	0.375% on the Traded Value Plus 18% GST
10	Applicability of the Sugar Commission to the Sugar Buyers	Not Applicable (NIL)



NeML

NCDEX Group Company

NCDEX e MARKETS LIMITED

Circular no: NEML/TRADING/JUL/2021/8187
Date: July 21, 2021
Subject: RFP and Auction Schedule for Forward E-auction of BISS BROWN SUGAR (HPCL Biofuels Limited) on NeML Platform

All Members of NCDEX e Markets Ltd. are hereby informed and requested to take note of the below mentioned reference no. HBL Official Email Dated 19.07.2021 issued by HPCL Biofuels Limited, Patna for forward auction of BISS Brown Sugar on NeML platform to be conducted on 28th July 2021.

Sr. No	State	HPCL Biofuels Limited Reference No	HPCL Biofuels Limited Cir. Date	NeML Reference No	NeML Cir. Date
1	Bihar	Reference no.: HBL Official Email Dated 19.07.2021	21-07-2021	NEML/TRADING/July/2021/8187	21-07-2021

The above mentioned circulars are available on NCDEX e Markets website www.neml.in and are subject to any changes being made by HPCL Biofuels Limited, Patna from time to time.
For and on behalf of NCDEX e Markets Ltd.

Praveen Hiremath
Executive Vice President - Products & Business Development Group

For Further Information / Clarifications, Please Contact:
Customer Service Group on Phone: 022 - 4881055

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

Forward Auction Notice

Ref No:-Email from HBL RO, Dated 19.07.2021

Auction Date –28.07.2021

Schedule for Forward E-auction of BISS Brown Sugar to be conducted on 28.07.2021

Sl. No.	Location	Crop Year	Quantity (In MT)	Timing	Extension Timing (Max.)
1	Lauriya	2020-21	185	15:00 Hrs- 15:30 Hrs	15:30 Hrs- 15:45 Hrs
2	Sugauli	2020-21	33	15:45 Hrs-16:15 Hrs	16:15 Hrs – 16:30 Hrs
Total			218		

1. All bidders are informed to refer to Clause 1.1 of the Tender document for “Estimated quantity of BISS Brown Sugar. The quantity mentioned in schedule is rounded off to nearest integer in MT.
2. HPCL Biofuels Limited reserves all right to accept or reject bid which is received through Forward auction process. In case of rejection of bid, rescheduling of reverse auction will be commenced by HPCL Biofuels Limited. Buyers are advised to regularly visit website <https://nemi.in> for rescheduled Forward auction date and timing.
3. In case of rescheduling of Forward auction, no further time will be given for buyer to register.
4. Please note auction will be of 30 Minutes and 3 Extension of 5 Minutes each will be allowed. Please refer to Tender document Tender for sale of Brown Sugar through e-Auction Platform of NCDEX e Markets Limited for detailed guidelines.



HPCL Biofuels Limited