

**Notice for inviting Bids for sale of Ferrochrome stored at Tekkali, Andhra Pradesh**

National Spot Exchange Ltd. (NSEL) is an Electronic Spot Exchange / Commodity Exchange and providing an electronic trading platform for spot contracts in commodities. NSEL was dealing in commodities in which many members and investors were participating until 31 July' 13, when the exchange closed and a pay-in default of 24 defaulting members occurred as they failed to meet their liability in spite of giving them time to make payment.

There are materials lying in some of the warehouses which were part of the commodities tendered and sold by the defaulting members for delivery. They had received money in lieu of these commodities in T+2 contracts and defaulters were supposed to buy these commodities in T+25 leg for which they did not make payment and were declared as defaulter. Accordingly, there is a stock of approx. 14174.454 MT of Ferrochrome pertaining to M/s. Metkore Alloys and Industries Ltd., having been seized by Economic Offence Wing of Mumbai Police, lying at the warehouse of M/s. Metkore Alloys and Industries Ltd., at Survey No. 64, Ravivalasa Village, Tekkali Mandal, Dist. Srikakulam, Andhra Pradesh – 532 212. Since M/s. Metkore Alloys and Industries Ltd. became a defaulter in Fund Pay-in, NSEL has initiated process of liquidation of the Ferrochrome stock to recover money and pay to the investors. NSEL invites Bids from interested buyers, traders or users of Ferrochrome who may be interested in buying this commodity on “as is where is and whatever there is” basis.

Bid Proforma and Terms & Conditions of sale are enclosed as Annexure – I. M/s SGS India Pvt. Ltd. has conducted survey of the stock of Ferrochrome and submitted their quality and quantity report, which is enclosed as Annexure – II. Interested parties are called upon to submit their bids.

## Bid Proforma

To

**National Spot Exchange Ltd.,**

FT Tower, CTS No. 256 & 257,

Suren Road, Chakala, Andheri (East),

Mumbai – 400 093

**Subject: Bid for ‘Buying Ferrochrome stored at Tekkali, Andhra Pradesh’**

Sir,

I / We having read and examined in detail all terms and conditions of the bid documents pertaining to sale of Ferrochrome stored at Tekkali, Andhra Pradesh, do hereby tender our bid for purchase of Ferrochrome.

Correspondence details:

1	Name of the Agency / Organisation	
2	Address	
3	Telephone & Fax Number	
4	E-mail Address	
5	Name and designation of the authorized person	
6	Year of Establishment	
7	Constitution of Organisation	
8	The details profile of the company and top management along with PAN nos.	
9	Whether the organization has any widely accepted accreditation / recognition / certification.	
10	Bank through which remittance will be made	
11	Financial Statement of last years	
12	Buying for domestic use or export	
13	Price quoted per MT.	
14	Particulars of the PO / DD for EMD	

I/We hereby declare that my/our bid is made in good faith and the information contained is true and correct to the best of my/our knowledge and belief.

Thanking you,

Yours faithfully,

(Signature of the Applicant)

Name:

Designation:

Seal:

Date:

Place:

Witness:

Signature\_\_\_\_\_

## **Terms and Conditions of Sale:**

1. The stocks may be inspected by the interested bidders with prior intimation/approval. The stock shall be disposed of on “as is where is and whatever there is” basis.
2. Person signing the bid should state in what capacity he is signing i.e. sole proprietor, or partner of a firm, or as Secretary, or as Director of a Limited Company. In case of partnership firm, the BID must be signed by all the partners. The person(s) signing the BID form or any other documents forming part of the bid on behalf of another person shall produce a proper Power of Attorney duly executed in his favour stating that he has authority to bind such other person(s) in all matters pertaining to the contracts. In the case of Limited Companies, it has to be supported by Board Resolution of the company and bid should be signed by the person authorized in the resolution.
3. The bid duly signed on every page, is to be submitted in a sealed cover sent by post/courier, along with EMD of Rs. 10 lakh payable by Bank Pay Order/Demand Draft payable at Mumbai and drawn in favour of “National Spot Exchange Limited – Escrow Account”, to the undersigned at his following address :

Managing Director & CEO

**National Spot Exchange Ltd.**

FT Tower, CTS No. 256 & 257,

4<sup>th</sup> Floor, Suren Road, Chakala,

Andheri (East), Mumbai – 400 093

[recoveryteam@nationalspotexchange.com](mailto:recoveryteam@nationalspotexchange.com)

Phone No. 02267619933

### **Sealed Bid cover should be super scribed with the words “BID FOR FERROCHROME”**

4. NSEL does not guarantee to make any definite quantity available to the bidder as quantity indicated is approximate. The material will be sold on “as is where is basis and whatever there is basis” on Ex - warehouse price by actual weighment.
5. NSEL will not be responsible for obtaining permits from the State Government in favour of the buyer and will not accept any liability for dispatching the stocks in the absence of any permit.
6. The successful bidder will be liable to pay the VAT, cess and other charges as payable under Central and State enactments. The successful bidder shall issue valid VAT certificates as may be applicable by themselves or through any agent for compliance of statutory liabilities including applicable VAT, cess and other charges upon purchase of Materials.

7. The successful bidder will make his own arrangement for taking delivery and transportation and will not be entitled to claim any facility or assistance in this behalf from NSEL.
8. The successful bidder shall defend, indemnify and hold NSEL harmless during and after the bid against any and all liabilities, damages, claims, fines, penalties, actions, proceedings and expenses of any nature arising out of, resulting from any violation of any laws by the bidder or its punishment or any way connected with the acts of omission or commission or failure to perform obligations or any negligence relating to the bid.
9. The auction process will be monitored by the Monitoring and Auction Committee appointed by Forward Market Commission (FMC) and the Board of NSEL.
10. EMD will be refunded without interest to unsuccessful bidders.
11. In case of successful bidder the EMD will be adjusted against the purchase price final payment provided the EMD is not liable to be forfeited for breach of any of these terms and conditions. Offers not accompanied with EMD will be rejected out rightly. Such bidders will not be allowed to participate in the process of sale.
12. Sealed covers will be opened by the undersigned at his office in Mumbai on May 12<sup>th</sup>, 2014, at 4.00 p.m. The bids should reach NSEL on or before May 10<sup>th</sup>, 2014, by 3.00 p.m. The bidders may decide to remain present on the date of opening of the bids.
13. The successful bidder shall deposit the entire bid amount before lifting the commodity, and in any case the entire commodity should be lifted in 10 days time from the date of acceptance of bid or such extended period as NSEL may decide.
14. Only the highest bid will be accepted. NSEL may provide an opportunity for selected parties to improve price by inter-se bidding.
15. The undersigned reserves all the right to refuse to open the bid covers, accept or reject any bid, or even to cancel the sale without assigning any reason and also to modify terms and conditions of sale without any prior notice.
16. Enquiries, if any, with regard to the commodity and its sale can be made with the undersigned at his address/phone number given above. To the information with the undersigned the commodity is free from encumbrances. Still the intending bidders shall make their own independent enquiry about the same before submitting their bid.

Managing Director & CEO - NSEL