

UNDER INSTRUCTIONS OF THE
Chief Engineer (O &M)
FOR AND ON BEHALF OF

**MAHARASHTRA STATE POWER
GENERATION COMPANY LIMITED**

E – AUCTION NO. (60)

E-Auction on 2nd March, 2015

Between

10:00 Hrs. to 15:00 Hrs.

(With provision of Automatic System Extension up to 16:00 Hrs)

On A Portal of

www.ashvinauctioneers.com

Inspection On

21.02.2015 to 28.02.2015

During Working Hours on Working Days

At Respective Locations

Coal Mill Reject Available At Eklahare NTPS

**The Chief Engineer (O&M), MSPGCL, Nasik Thermal Power Station,
P.O. Eklahare, Dist. Nasik - 400 105.**

ASHVIN & CO.

(AUCTIONEERS)

**Br. O.: B/314, Shyam Kamal CHS, Agarwal Market, Vile Parle (E),
Mumbai - 400 057. Tel: 26107515 Tel.Fax. 2613 3600
M: 9820133274/9820739509**

Note: Submit the Demand Drafts either by courier or hand delivery before 5:00 PM on or before 28.02.2015 to Ashvin & Co. and No Demand Draft will be accepted after that period.

ONLINE AUCTION SALE

On-line Auction platform and Support Services Provided By:

Ashvin & co
B/314, Shyamkamal chs
Agarwal Market,Vile-Parle (E),Mumbai -57
E Mail: ashvinauction@yahoo.co.in

Please visit www.ashvinauctioneers.com before bidding for additional information.

Ashvin & co. is an authorized e- commerce service provider for MSPGCL to obtain rates on-line through its portal www.ashvinauctioneers.com. The sale and purchase are directly made by the Seller and buyer/s (Bidder/s). MSPGCL will sell **Coal Mill Reject** lying in various Stores locations in Maharashtra through On-line Auction subject to terms and conditions annexed hereto and as per schedule of programme given below.

Schedule of Programme:-

Inspection of Materials	21.02.2015 to 28.02.2015 (During Working Hours on working days)
On-Line Auction	02.03.2015. Time: 10 am to 3 pm (with provision of automatic system extension up to 16:00 hours)
EMD Details	Refer the List for EMD Details. DD / PO favoring " Chief Engineer, NTPS, MSPGCL, Eklahare" Payable at " Eklahare / Nashik" Note: However in case of DDs payable at any other location, the commission charges to be borne by the concerned participants.
Venue of Inspection and Contact Person	M/s. MSPGCL. Address of Site: The Chief Engineer (O & M) Office of the Chief Engineer (O&M), MSPGCL, Nasik Thermal Power Station, P.O. Eklahare, Dist: Nasik - 422 105 Fax. No. 0253 - 2810072 / 2810499.

Contact details:

<u>MSPGCL:</u> The Chief Engineer (O & M) Office of the Chief Engineer (O&M), M.S.P.G.C.L., Nasik Thermal Power Station, P.O. Eklahare, Dist: Nasik - 422 105 Fax. No. 0253 - 2810072 / 2810499.	Email: ashvinauction@yahoo.co.in <u>Ashvin & Co.</u> Mumbai Office Mr. Julian/Mr. Ashvin Help desk: 022-26107515 Fax: 022-26133600. M: 9820739509 Email: ashvinauction@yahoo.co.in/ info@ashvinauctioneers.com
--	---

ANNEXURE - III
CONDITIONS OF E-AUCTION SALE

1. The material as per the list declared on the Auctioneer's 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 seven days prior to the actual date of e-auction sale during working hours, 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, quality, size, measurement, number and weight of the material as the information given in the catalogue 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/ quality/ 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 to the Auctioneer prior to the e-auction. The amount of EMD shall be decided by MSPGCL and shall be in the form of Demand Draft/ Cheque drawn in favour of C.G.M. of the concerned Power Station.
4. On completion of e-auction proceedings & after receipt of e-auction statement from the Auctioneer, the MSPGCL auction committee shall take decision in respect of acceptance or rejection of bids. Such decision shall be binding on the bidders as well as the Auctioneer. MSPGCL shall not be bound to assign any reason for such acceptance or rejection of bids.
5. As per the decision of the auction committee, the concerned Chief Engineer shall issue Sale Intimation Letters to the successful bidders of the respective lots under intimation to the Auctioneers, within two days of e-auction.
6. Picking, sorting, cutting, bundling, hammering, breaking up etc. of material shall be indicated in the list/ catalogue as a special condition for the particular lot before the e-auction. No other special permission shall be granted in that respect once the list/ catalogue is displayed. However, express undertaking 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. All consequential damages as a result of such cutting, breaking etc. will be determined by the concerned Chief Engineer and the successful bidder/ buyer shall be responsible for such damages.
7. If the bidder is declared successful in the e-auction, the Auctioneer shall immediately hand over the EMD to the concerned Chief Engineer. The amount of EMD can be adjusted against the payment towards security deposit/ lot price if the bidder desires so. However, EMD of the unsuccessful bidders in the e-auction shall be refunded immediately by the Auctioneer.
8. The successful bidders shall have to pay requisite amount of security deposit to the concerned Chief Engineer within 10 calendar days from the date of e-auction (excluding the date of e-auction). If the successful bidder pays full amount of security deposit within stipulated date, the amount of EMD shall be refunded to him.
9. The successful bidder shall furnish declaration in the following proforma to MSPGCL immediately after receipt of Sale Intimation Letter.

" I/ We _____ hereby declare that I/ We have purchased the Lot No. _____ at _____ (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 THE PURCHASER"

10. If the successful bidder fails to pay the requisite amount of security deposit within the stipulated period of 10 calendar days, the Sale Intimation Letters issued to him shall be treated as cancelled and he shall have no claim over the lot thereafter. The concerned Chief Engineer shall forfeit the amount of EMD with due notice to the concerned bidder. The lot may be offered for e-auction at the discretion of the auction committee.
11. The amount of security deposit to be paid by the successful bidder in the e-auction shall be decided by MSPGCL & shall be binding on the Auctioneer & the buyers.
12. On receipt of security deposit from the successful bidder/ buyer within the stipulated period, the concerned Chief Engineer shall issue Sale Orders to the respective buyers under intimation to the Auctioneer immediately. The buyers shall have to pay the balance payment (along with statutory taxes & duties and corresponding declarations, if applicable) within 30 calendar days from the date of e-auction (excluding the date of e-auction), unless stated otherwise, to the concerned Chief Engineer.
13. If the buyer fails to make balance payment within 30 calendar days as above, he shall be allowed to make the balance payment with application of Delayed Payment Charges @ 0.1% (zero point one percent) of the balance amount of the lot per day w.e.f. 31st calendar day till 45th calendar day from the date of e-auction (excluding the date of e-auction), unless stated otherwise.
14. After payment of security deposit, if the buyer fails to deposit the balance amount within the stipulated period of 45 calendar days (or as stipulated otherwise), the buyer shall be treated as defaulter and shall have no claim over the lot thereafter. The concerned Chief Engineer shall cancel/ terminate the sale order issued to him and shall forfeit the amount of security deposit paid by him, under intimation to him.
15. On receipt of balance payments (along with statutory taxes & duties and corresponding declarations, if applicable) from the buyers the concerned Chief Engineer shall issue receipts to the buyers. On production of receipts for all the payments made by him against the particular lot, the concerned Chief Engineer shall issue Delivery Order & Gate Pass to the buyer under intimation to the auctioneer, immediately.
16. The buyers shall have to take delivery within 60 calendar days from the date of e-auction (excluding the date of e-auction), unless stated otherwise, from the concerned MSPGCL Stores.
17. The deliveries shall be made on "as is where is" basis.
18. The buyers shall produce the authorisation/ identification letter issued by the Auctioneer while depositing amounts of security deposits, balance payments and also while lifting the concerned lot.
19. If the buyer fails to lift the material within 60 calendar days as 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. 61st calendar day till 90th calendar day from the date of e-auction (excluding the date of e-auction), unless stated otherwise.
20. After effecting full payment, if the buyer fails to take delivery of material within the stipulated period of 90 calendar days (or as stipulated otherwise), the buyer shall be treated as defaulter and shall have no claim over the lot thereafter. The concerned C.G.M./ G.M. (O&M) shall cancel/ terminate the sale order and delivery order issued to him and shall forfeit the amount of security deposit and balance payment paid by him, under intimation to him and the auctioneer.
21. MSPGCL 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 happen 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 Chief Engineer shall issue Tax Invoices to the buyers.
24. The concerned Chief Engineer shall deposit the amounts collected from the buyers towards statutory taxes & duties to the respective authorities.

25. Payments :

(a) Security Deposit :

The Security Deposit to be paid by the successful bidder/ buyer shall be as follows :

- (i) For total sale amount upto & including Rs. 1,00,000/- (Rupees One Lakh only) : @25% (Twenty five percent only) of the total sale amount of the respective lot.
- (ii) For total sale amount above Rs. 1,00,000/- : Rs. 25,000/- (Rupees Twenty Five thousand only) for the first Rs. One Lakh plus @ 10% for the balance sale amount exceeding Rs. 1 lakh i.e. Rs. 10,000/-(Rupees Ten thousand only) per lakh for the balance sale amount.
- (iii) MSPGCL reserves the right to demand higher percentage up to total sale amount.

The successful bidders shall make the payment of Security Deposit either in cash or by Demand Draft of any Scheduled/ Nationalised Bank drawn in favour of Maharashtra State Power Generation Co. Ltd. payable at the concerned Power Station within the period stipulated in the Sale Intimation Letter.

(b) Balance payment :

The successful bidder shall pay the balance amount (including statutory taxes & duties, if applicable) within the period specified in the Sale Order. All the payments are to be made in cash/ Banker's Pay Order or Crossed Demand Draft of any Scheduled/ Nationalised Bank drawn in favour of Maharashtra State Power Generation Co. Ltd., payable at the concerned Power Station within the period stipulated in the Sale Order.

- (c) In case the buyer is allowed to make the payment in multiple installments, MSPGCL shall adjust the amount of security deposit in the last installment(s).
- (d) Payments shall also be accepted through RTGS or other similar electronic payment systems wherever such facilities are available.

26. Statutory Taxes & Duties :

The buyer shall be responsible to pay all the statutory taxes & duties at prevailing rate as declared by the respective State/ Central Government Authorities due in respect of this sale. If the buyer claims exemption/ concession in the statutory taxes, he shall furnish the necessary declaration in that respect. The buyer shall have to pay the Sales tax on sale price for the purchased lot along with balance payment before depositing the balance sale amount. If MSPGCL allows the buyer to lift the goods in multiple installments and make the payments accordingly, the statutory taxes in such cases shall be paid on the proportionate sale price of each installment along with payment of corresponding installment. 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.

27. Receipt Towards Payment Mode :

For all the payments received from successful bidders/ buyers, the concerned Chief Engineer shall issue formal receipts to them. The buyers shall produce these receipts for verification as and when called upon to do so. In case of the payments made by demand drafts/ cheques, the receipts will be issued to the buyer after realisation of the same.

In case the successful bidder/ buyer makes the payment by Demand Draft on last day of stipulated period, the time taken for realisation of Demand Draft will be considered and condoned by MSPGCL and no penalty or ground rent for that much period, as the case may be, will be levied on the buyer.

28. Conditions Of Delivery :

- (a) Loading and delivery will be permitted only during working hours of the respective MSPGCL Stores.
- (b) The buyer shall remove the material corresponding to the lot purchased from the site of storage within the stipulated period as specified in the Sale 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 MSPGCL.

- (c) 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 to the concerned Chief Engineer.
29. Delivery of respective lot shall be deemed to have completed only after issue of "No Objection/ No Due/ Completion Certificate" from the concerned Chief Engineer. In the event of 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 MSPGCL or the Auctioneer nor shall the purchaser 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 any material is sold on lot basis, against which the tentative weight/ unit is also indicated, the buyer prior to commencing the delivery may request the concerned officer to allow him to lift the material by weight basis or by measure basis, even though he has bidden on lot basis and upon receipt of such a request from the bidder, the concerned officer may allow delivery accordingly. Once the permission to lift the material on the lot basis or on weighments/ measurement basis is granted, the mode of delivery once accepted can not be revived until completion of delivery and no complaint will be entertained in this regard.
30. The buyer shall be responsible for any damages that may be cause to the premises of MSPGCL while dismantling, storage or removal of the lot(s) purchased by him and before removing such lots or items from MSPGCL premises, the buyer shall be liable to pay the amount of damages assessed by MSPGCL in this regard.
31. The buyers shall abide by and will be responsible to follow all the Labour Laws in respect of persons engaged by them. MSPGCL shall not be responsible for any claims raised by their personnel in respect of the e-auctions.
32. Sale Orders and Delivery Challans shall be made in the name of actual buyer only and no re-sale shall be permitted.
33. 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.
34. Special Terms & Conditions for Coal Mill Reject :
- 20% of the total quantity of the coal mill reject offered for e-auction shall be reserved for Small Scale Industries exclusively as is certified by the Revenue Authorities for a period of 30 days only from the date of e-auction.
 - The date of e-auction shall be communicated to the SSI units well in advance prior to the date of e-auction by the Chief Engineer of the concerned TPS so that the SSI units can submit their requisition for the quantity required by them on the date of e-auction to the Chief Engineer of the concerned TPS.
 - On receipt of such requisitions from the interested SSI Units, the Chief Engineer shall proportionately allot the 20% reserved quantity to the individual SSI Unit. The rate applicable shall be the rate accepted in the e-auction. The SSI units shall lift the quantity allotted to them within 30 days from the date of e-auction.
 - The balance quantity out of 20% not requisitioned by the SSI units on the date of e-auction shall be allotted to the successful bidder in the e-auction.
 - If no requisitions are received from the SSI Units on the date of e-auction, the successful bidder in the e-auction shall be allotted with 100% quantity.
 - Likewise, the balance quantity (out of the total quantity allotted for SSI units) not lifted by the SSI units within the stipulated 30 days, shall be allotted to the successful bidder from e-auction on the same rate & terms & conditions.
 - Depending on the quantity of coal mill reject & keeping in view the lifting capacity, individual TPS shall draw a weekly schedule of quantity lifting and the no. of weekly installments to complete the entire quantity. The payment & delivery of coal mill reject shall be on weekly basis corresponding to the weekly installments drawn up. The buyer shall remit the applicable amount of installments in advance & shall arrange to lift the quantity stipulated within the delivery date stipulated to each installment.

- h. The amount of security deposit payable by the successful bidder in the e-auction shall be 10% of the value corresponding to the total quantity allotted to him, including the balance quantity out of the 20% not requisitioned by the SSI units on the day of e-auction.
- i. The amount of security deposit shall be payable either in cash or by Demand Draft of any scheduled/ nationalized bank drawn in favour of MSPGCL payable at the concerned Power Station. The amount of security deposit, if paid in cash or DD, shall not be adjustable in the installments.
- j. Alternatively, the security deposit can also be paid in the form of Bank Guarantee from any scheduled commercial bank only in the enclosed proforma. The Bank Guarantee shall be kept valid for a period of one year from the date of e-auction with provision of further extension, if demanded by MSPGCL.
- k. If the buyer successfully executes the Sale Order, the amount of security deposit shall be refundable to them subject to issue of 'No Objection/ Clearance Certificate' from the concerned authority within 15 days from the date of completion of delivery & the security deposit shall be refunded or the Bank Guarantee shall be released to the buyer within 30 days from issue of such 'No Objection/ Clearance Certificate'. No interest shall be payable to the buyer on the amount of security deposit.
- l. However, if the buyer fails to execute the Sale Order in terms of any of the contractual terms & conditions, the amount of security deposit shall be forfeited or the Bank Guarantee shall be encashed with due notice to the defaulted buyer within 15 days from the date of non-execution & the amount shall be forfeited or the Bank Guarantee shall be encashed within 30 days from the date of issue of such notice to the defaulted buyer.
- m. All other terms & conditions governing this contract shall be applicable for the e-auction sale of coal mill reject.

SPECIMEN OF BANK GUARANTEE FORM
FOR SECURITY DEPOSIT AGAINST CONTRACT
FOR SALE OF COAL MILL REJECT THROUGH E-AUCTIONS

(Ref: Clause No. 34-j of conditions of e-auction sale)

The Bank of _____ hereby agrees unequivocally and unconditionally to pay, at _____ within 48 hours, on demand in writing from the Maharashtra State Power Generation Co. Ltd. or any officer authorized by it in this behalf, of any amount upto and not exceeding Rs. _____/- (In words Rupees _____ only) to the said Maharashtra State Power Generation Co. Ltd. on behalf of M/s. _____ (name of the successful bidder/ purchaser) for sale/ purchase of coal mill reject etc. against order No. _____ dated _____ Extension order no. _____ dtd. _____ Total value of order is Rs. _____. Extension order value is Rs. _____.

This agreement shall be valid and binding on this Bank up to and including _____ and shall not be terminable by notice or any change in the constitution of the Bank or the firm of contractor or any other reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or knowledge or consent, by or between parties to the said within return contract. The validity of this Bank Guarantee will be extended by us for further period of _____, one month prior to expiry of its present validity period at the request of Maharashtra State Power Generation Co. Ltd.

In case of any dispute arising out of or in connection with the extension or encashment of Bank guarantee, the Court (s) in _____ will have jurisdiction.

Our liability under this Guarantee is restricted to Rs. _____. (In words Rupees _____ only). Our Guarantee shall remain in force until _____, unless a claim under the Guarantee is lodged with us within six months from aforesaid date, all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all our liability thereunder.

Signature

For _____

Banker's Rubber seal

INSTRUCTIONS REGARDING BANK GUARANTEE :

- 1) The value of the stamp paper for this Bank Guarantee shall be Rs.100/- or as prescribed by the RBI and this cost shall be borne by the successful bidder/ purchaser.
- 2) The Bank Guarantee shall be furnished from any scheduled commercial bank in favour of MSPGCL duly certified by the bank on whom it is drawn, irrevocable & operative till validity of contract.
- 3) Complete Postal Address shall be given on the Bank Guarantee as well as on the Undertaking.
- 4) The Bank Guarantee shall be valid as per the terms and conditions of the contract initially for period of one year with provisions of further extensions as demanded by MSPGCL.

DECLARATION



DATE: _____

Passport Size Photo

Signature

No. /Eklahare /AC-

To

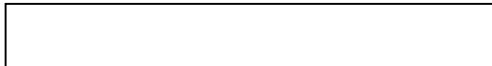
MSPGCL,

Nasik Thermal Power Station,

P.O. Eklahare, Dist: Nasik - 422 105

Dear Sir,

- 1) I/We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the On-line auction catalog for Sale including the disclaimer clauses and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the On-line Auction **dt. 02.03.2015** for sale of **Coal Mill Reject** by MSPGCL as per enclosed catalogue.
- 2) I/We further declare that I/We intend to purchase the above-referred material from MSPGCL. for our own use/business and that the information revealed by me/us in this acceptance form is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid/s submitted by me/us is liable to be cancelled and in such case the Earnest Money Deposit paid by me/us is liable to be forfeited by the seller and the seller will be at liberty to annul the offer made to me/us at any point of time.
- 3) I/We also agree that after my/our offer/bid placed by me/us for purchase of the material is accepted by MSPGCL and I/we fail to accept or act upon the terms & conditions of the offer letter or am /are not able to complete the transaction within the time limit specified in the offer letter for any reason whatsoever and/or fail to fulfill any/all the terms & conditions of the auction catalog and offer letter, the Earnest Money Deposit and any other monies paid by me/us along with the tender and thereafter, are liable to be forfeited by the seller and that the seller has also a right to proceed against me/us for specific performance of the contract, if so desired by MSPGCL.
- 4) The decisions taken by representatives of MSPGCL shall be binding on me.



Signature of Authorized Signatory with name and Company Seal

USER ID(if exists) _____

Person / concern / firm / company in whose name the material is/are to be purchased

.....

Contact Person(s) _____

Designation _____

(In case of company/firm, give, in addition, names of key Directors/ Partners)

Address _____

Phone No. _____ **Mobile No.** _____ **Fax No.-** _____

E-Mail _____

Sales Tax / VAT Reg. No. / TIN No. _____

PAN No. (self-attested photo-copy to be submitted) _____

Are you familiar with e- Auction/On-line bidding? YES/NO

If NO, attending a Mock e-Auction with prior appointment is mandatory. And in an event the Mock e-Auction is not attended, NO COMPLAINTS will be entertained.

Date of E-auction: 02.03.2015

Location: EKLAHARE NTPS (NASIK)

Lot No.	DD/PONo.	Bank Name	Branch	Dated	EMD Amount

Document Required for Registration of Bidders

1. Registration Original certificate plus certified true copy (original will be returned immediately)
2. Authority letter from the holder of the certificate (Sr. No. 1 to 2 Required for **MPCB/CPCB/PCB if applicable**)
3. Sales tax MVAT Registration
4. Copies of the PAN NO. , CST No. & TIN NO.
5. Shop Establishment license
6. Photograph of the owner & Bidder
7. Application on Company's letterhead
8. Declaration Form
9. Latest Income Tax Return Acknowledgement Copy

Signature of Authorized Signatory with Name and Seal.

Name & Ashvin & Co. Seal: _____

MAHARASHTRA STATE POWER GENERATION CO LTD
Major Stores (A), Nashik TPS - Eklahare.

Lot No.	Description of Material	Qty	EMD
1	Coal Mill Reject	20,000 MT	20,00,000/-
2	Coal Mill Reject	20,000 MT	20,00,000/
3	Coal Mill Reject	20,000 MT	20,00,000/
(20% Quantity is reserved for SSI Unit)			