UNDER INSTRUCTIONS OF THE

Head Procurement

FOR AND ON BEHALF OF

JHAJJAR POWER LIMITED

E-tender and E – AUCTION Etender starting at 10:00am on 30th May, 2016 & Closing at 12:00noon on 30th May, 2016

E-Auction on 30th May, 2016

Between

12:30 Hrs. to 14:00 Hrs.

(With provision of Automatic System Extension up to 14:30 Hrs)

On A Portal Of

www.ashvinauctioneers.com

Inspection On 23.05.2016 to 28.05.2016 During Working Hours on Working Days At Respective Locations

Coal Mill Reject & TANKS Available At JPL, Jharli

The Head Procurement, JPL, Mahatma Gandhi Thermal Power Station, Village Khanpur, Tehsil Matenhail, Dist. Jhajjar – 124 142.

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 <u>SEPARATE</u> <u>Demand Drafts</u> either by <u>courier</u> or <u>hand delivery before 5:00 PM</u> on or <u>before 28.05.2016 to Ashvin & Co.</u> and no Demand Draft will be accepted after that period.

Jhajjar Power limited.

"Village Khanpur, Tehsil Matenhail, Dist Jhajjar Haryana

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 JPL to obtain rates online through its portal www.ashvinauctioneers.com. The sale and purchase are directly made by the Seller and buyer/s (Bidder/s). JPL will sell Coal Mill Reject & TANKS lying in various locations in site through On-line Auction subject to terms and conditions annexed hereto and as per schedule of program given below.

Schedule of Program:-

Schedule of Program.	
Inspection of Materials	15.05.2016 to 29.05.2016 (During Working Hours on working days)
On-Line Auction	30.05.2016. Time: 12:30 pm to 2 pm (with provision of automatic system extension up to 16:00 hours)
EMD Details	Refer the List for EMD Details SEPARATE DD for Eauction or E-tender. DD / PO favoring " Jhajjar Power Ltd " payable at Harayana / Par 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. Jhajjar Power Limited Address of Site: Jhajjar Power Limited, Village Khanpur, Tehsil Matenhail, Opp NTPC Aravali Power plant Jhajjar, Dist Jhajjar Haryana- 124 142 Mr Hanif Patel- Manager Stores. Mob No: +91 8198900912 Email Id: Hanif.Patel@clpindia.in

Contact details:

JPL:	Email: ashvinauction@yahoo.co.in
The Head Procurement.	Ashvin & Co.
Jhajjar Power Limited, Village Khanpur,	Mumbai Office
Tehsil Matenhail, Dist Jhajjar Haryana-	Mr. Julian/Mr. Ashvin
124 142	Help desk: 022-26107515
	Fax: 022-26133600.
	M: 9820739509
	Email: ashvinauction@yahoo.co.in/
	info@ashvinauctioneers.com

<u>ANNEXURE - III</u>

CONDITIONS OF E-TENDER and E-AUCTION SALE

- 1. The material as per the list declared on the Auctioneer's website shall be disposed off by way of etender and e-auction through the Auctioneer's website.
- 2. The prospective bidders may inspect the material offered for e-tender and e-auction sale prior to the actual date of etender and e-auction sale during working hours, at the site where the material is located. The bidders shall satisfy themselves about condition, quality, quantity, and 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 etender and 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 etender and e-auction, the prospective bidders shall register themselves with the Auctioneer's website. Only registered bidders can participate in the etender and 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 JPL and shall be in the form of Demand Draft/ Cheque/ Bank Guarantee drawn in favour of Jhajjar Power Ltd
- 4. On completion of etender and e-auction proceedings & after receipt of etender and e-auction statement from the Auctioneer, the JPL 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. JPL shall not be bound to assign any reason for such acceptance or rejection of bids.
- 5. As per the decision of the auction committee, and on receipt of security deposit from the successful bidder/buyer within the stipulated period; the Head Procurement, JPL or his authorised representative shall intimate to the successful bidders of the respective lots under intimation to the Auctioneers, within two days of etender and 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 etender and 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 Head Procurement, JPL or his authorized representative and the successful bidder/ buyer shall be responsible for such damages.
- 7. If the bidder is declared successful in the etender and e-auction, the Auctioneer shall immediately hand over the EMD to the Head Procurement, JPL or his authorized representative. 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 etender and e-auction shall be refunded immediately by the Auctioneer.
- 8. The successful bidders shall have to pay requisite amount of security deposit to, JPL within 07 calendar days from the date of etender and e-auction (excluding the date of

etender and 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 successfu immediately after			in	the	following	Performa	to	JPL
	" I/ We								
	hereby declare		ed the Lot Note of Res				at		
	(Rupees	·) i	n th	e e-a	uction held	d on		
	conditions pres		complete the nd e-auction						

SIGNATURE OF THE PURCHASER"

- 10. If the successful bidder fails to pay the requisite amount of security deposit within the stipulated period of 07 calendar days, the Sale Intimation Letter or written communication by other means (e.g. e-mail) issued or sent to him shall be treated as cancelled and he shall have no claim over the lot thereafter. The concerned Head Procurement shall forfeit the amount of EMD with due notice to the concerned bidder. The lot may be offered for auction at the discretion of the auction committee.
- 11. The amount of security deposit to be paid by the successful bidder in the e-tender and e-auction shall be decided by JPL & shall be binding on the buyers.
- 12. 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 JPL.
- 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 @ 0.2 % (zero point two 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-tender and e-auction (excluding the date of e-tender and 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 Head Procurement, JPL 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 Head Procurement, JPL shall issue receipts to the buyers. On production of receipts for all the payments made by the buyer against the particular lot, the Head Procurement or his authorized representative 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-tender and e-auction (excluding the date of e-tender and e-auction), unless stated otherwise, from the concerned JPL Stores.
- 17. The deliveries shall be made on "as is where is" basis.

therein for carrying out our obligations.

- 18. The buyers shall produce the authorization/ 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 @ 0.2% (zero point two 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-tender and e-auction (excluding the date of etender and 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 Head procurement, JPL 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. JPL shall not entertain any requests from the buyers regarding extension of payment period/ delivery period as stipulated in the Sale Order.
- 22. If the last day of the stipulated dates for payments/ deliveries happens to be a holiday/ weekly off, the payments/ deliveries shall be allowed on the next working day without application of delayed payment charges/ ground rent charges for the last day of payment/ delivery.
- 23. On submission of copy of the Delivery Order & Gate Pass, JPL shall issue Tax Invoices to the buyers.

24. Payments:

(a) Security Deposit:

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

- (i) For total sale amount up to & including Rs. 1,00,000/- (Rupees One Lakh only) : @10% (Ten percent only) of the total sale amount of the respective lot.
- (ii) For total sale amount above Rs. 1,00,000/- : For the first Rs. One Lakh @ 10% plus for the balance sale amount exceeding Rs. 1 lakh @ 05% JPL 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 Bank Guarantee or by Demand Draft of any Scheduled/ Nationalised Bank drawn in favour of **Jhajjar Power Ltd** 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 **Jhajjar Power Ltd** within the period stipulated in the Sale Order.

- (c) In case the buyer is allowed to make the payment in multiple installments, JPL 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.
- (e) Depending on the quantity of coal mill reject & keeping in view the lifting capacity, individual bidders shall draw a schedule of quantity lifting for the entire quantity. The payment & delivery of coal mill reject shall be in maximum 4 tranches of equal quantities. 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.
- (f) 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.

25. 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 is 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 JPL 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.

26. Receipt Towards Payment Mode:

For all the payments received from successful bidders/ buyers, JPL 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 realization 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 realization of Demand Draft will be considered and condoned by JPL and no penalty or ground rent for that much period, as the case may be, will be levied on the buyer.

27. Conditions Of Delivery:

- (a) Loading and delivery will be permitted only during working hours of the JPL Site.
- (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 JPL.
- (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 Head Procurement.
- Delivery of respective lot shall be deemed to have completed only after issue of "No Objection/ No Due/ Completion Certificate" from JPL. 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 JPL 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 bidded 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.
- 29. The buyer shall be responsible for any damages that may be cause to the premises of JPL while dismantling, storage or removal of the lot(s) purchased by him and before removing such lots or items from JPL premises, the buyer shall be liable to pay the amount of damages assessed by JPL in this regard.

- 30. The buyers shall abide by and will be responsible to follow all the Labour Laws and statutory compliances in respect of persons engaged by them. JPL shall not be responsible for any claims raised by their personnel in respect of the e-tender and e-auctions.
- 31. Sale Orders and Delivery Challans shall be made in the name of actual buyer only and no re-sale shall be permitted.
- 32. All the judicial proceedings, if any, in respect of any dispute(s) arising out of the e-tender and e-auction shall be subject to the jurisdiction of court, where the concerned stores/material is located.

33. Steps for Actual Bidding Procedure

- ➤ 1. Go to www.ashvinauctioneers.com; New Bidders register yourselves by clicking on New User Button. Then Ashvin & Co. Admin will activate your account. Please submit Pan Card Copy, VAT Copy, Auction Registration Form mentioned below in this catalog..
- ➤ 2. First Enter in the bidder room use your own "user name" and "Password".
- ➤ 3. Auction Room: After paying CMD a key will be sent to you. A key is to be inserted in Login ID & you will be entered in Auction room.
- ➤ 4. Click on to place bid
- ➤ 5. Ie. This will take you to the Bidding Page. A separate Window opens which is the Bid room.
- ▶ 6. Manual / Auto Bid Now Start Bidding. You can either Bid Manually OR can use Auto-Bid. (In Auto bid, the computer will bid on your behalf up to that value you given.)
- In the Manual Bid option, you can put your bid in the text box available for each ITEM and submit it every time. A bid confirmation pop up box will appear to confirming whether you want to go ahead with the bid posted or not. If you confirm the bid, your bid will be posted. If your bid is accepted, that will be displayed in "Your bid" column on your right side screen. Also the highest bid amount will be displayed in "Highest bid" column. If you are the highest bidder at the time, "Your Bid" column will be highlighted with "green" background.
- > During the auction, the current highest bid of the bidder, the bid status and the bid history can be viewed on the screen all the times. Bids can be placed at the specified time mentioned during the auction day.
- ➤ Enter your starting bid amount in "Your Amount" text box, the minimum increment is a optional text box by default it will take the minimum increment amount which is fixed by the company for that product. Enter the maximum amount in the "Maximum Ceiling Amount" text box. Submit your auto bid after filling all the above values.
- You can see your Bid Value and the Highest Bid Value for a particular lot after bidding once
- ➤ Auto Time Extension <u>AVAILABLE in this e-Auction (Every 10 MINS AND FOR MAXIMUM</u> UPTO 30 MINS).
- > Special Note: Bidders are requested to check the Bid Entry in words & figures before confirming it. Any wrong bids will lead to forfeiture of Caution Money Deposit (CMD) and said lot will be re-auctioned immediately and the bidder is barred from the future bidding if any.

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

(Ref: of conditions of etender and e-auction sale)

(On Non-Judicial Stamp Paper of Rs.100/- and from an Acceptable Bank)

[●], a company registered under the Companies Act, 1956 and having its registered office at [●] (hereinafter called "the **Contractor**") has undertaken in pursuance of Work Order dated [●] bearing No. [●] to [●] in relation to [*Insert brief scope of work*] (hereinafter called "**Work Order**") for Jhajjar Power Limited having its registered address at [●] (hereinafter called the "**Owner**").

AND WHEREAS it has been stipulated by the Owner in the said Work Order that before the Owner makes any Advance Payments under the Work Order, the Contractor shall furnish an unconditional and irrevocable on-demand bank guarantee of INR [•] in favour of the Owner in a manner herein contained duly executed by a bank acceptable to the Owner.

Now, we [●] Bank, a bank constituted under the Banking Companies (Acquisition and Transfer of undertakings) Act, 1970 having its registered office at [●] and acting through its branch office at [●] (hereafter called the "Bank") in consideration of promises by the Contractor to the Owner do hereby agree and undertake to pay to the Owner, the guaranteed sum of INR [●] (the "Guaranteed Amount") without any demur, merely on a demand from the Owner stating that the amount is due by reason of the Contractor defaulting in performing its obligations or making payment(s) under the Work Order. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount immediately due and payable by the Bank under this guarantee.

We [•] (Bank) undertake to pay to the Owner any money so demanded notwithstanding any dispute or disputes raised by the Contractor, in any suit or proceedings pending before any court or tribunal relating thereto.

We [•] (Bank) hereby agree that the decision of the Owner as to non fulfillment of conditions under the Work Order and as to the amount demanded under this guarantee upto the total of the Guaranteed Amount shall be final and binding on us.

We [•] (Bank) hereby agree that our liability hereunder shall not be discharged by virtue of any agreement between the Contractor and the Owner whether with or without our knowledge, or by reason of the Owner showing any indulgence or forbearance to the Contractor or because of the death or insolvency of the Contractor.

This guarantee will not be discharged due to the change in the constitution of the Bank of the Contractor.

We [•] (Bank) undertake not to revoke the guarantee during its currency except with the previous approval of the Owner.

Not withstanding anything contained herein above: -

- 1. The liability of [●] Bank under this guarantee is restricted to the guaranteed sum of INR [●].
- 2. This guarantee shall be valid up till [•] including claim period.
- 3. We are liable to pay the Guaranteed Amount or any part thereof under this bank guarantee only if the Owner serves a written claim or demand on the Bank on or before [●].

Dated this [●] Place: [●

		1	DECLARAT	ION	
					DATE:
Passpo Signat	ort Size Ph ture	oto			
	hanpur, To hajjar, Ha	ehsil Matenhail ryana			
Dear S	Sir,				
2)	the On-lin fully. I/W terms and of Coal M I/We furth for our ow form is true any of the the bid/s s Deposit patto annul the I/We also accepted be letter or an offer letter of the auc paid by m and that the	te auction catalog for a condition and agree fill Reject & Tanks be the declare that I/We were and correct to the statement/information and the statement information and by me/us is liable the offer made tome/us agree that after my/out by JPL and I/we fail and /are not able to come for any reason what the statement in catalog and offer me/us along with the terms.	Sale including nally agree to to take part in y JPL as per entered to purchat the information best of my/our revealed by a liable to be cated to be forfeited at any point our offer/bid plate to accept or accept or accept or accept and/or a letter, the Earlich to proceed the proceeding to proceed the proceeding to proceed the proceeding to the procedure to the proceeding to the procedure to the procedure to the proceeding to the procedure to the pro	the disclaimer clar conform with and the On-line Auction aclosed catalogue. hase the above-relation revealed by ar belief. I/We und me/us is found to be neelled and in such by the seller and to fi time. aced by me/us for per to upon the terms saction within the fail to fulfill any/armest Money Depo- center, are liable to	te terms and conditions of uses and understood them to be bound by the said on dt. 30.05.2016 for sale ferred material from JPL. me/us in this acceptance derstand and agree that if we incorrect and/or untrue, the case the Earnest Money the seller will be at liberty burchase of the material is & conditions of the offer time limit specified in the all the terms & conditions osit and any other monies be forfeited by the seller respecific performance of
4)	The decisi	ions taken by represer	ntatives of JPL	shall be binding o	n me.
Compa	nny Seal		Signatur	e of Authorized Sign	natory with name and
USER	ID(if exis	ets)			
Person		/ firm / company in			_
Conta		s)			

Phone NoMobile No			Fax No			
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DD/PONo.	Bank Name	Branch	Dated	EMD Amount		
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Name & Ashvin & Co. Seal:

Section I

CMD (Refundable) for E-Auction by DD/PO: Rs. 300,000/Starting Time: 12:30PM to 2:00PM (NOTE: <u>AUTO TIME EXTENSION</u> FOR <u>EVERY 10 MINS</u> AND MAXIMUM FOR <u>30 MINS</u>) <u>VAT As applicable</u>

Sr. No.	Description	UOM	
1	Tank length – 3.40 Meter Width – 2.20 Meter Capacity: 10000ltrs Weight: 2MT Approx Qty: 20 Nos.	Rate per Each	

Section II

CMD (Refundable) for E-Auction by DD/PO: Rs. 10,00,000/Starting Time: 12:30PM to 2:00PM (NOTE: AUTO TIME EXTENSION FOR EVERY 10 MINS AND MAXIMUM FOR 30 MINS) VAT As applicable

