



Adani Power Rajasthan Limited
NH-90, Atru Road, Village: Kawai, Tehsil: Atru
Dist: Baran, Rajasthan – 325219 India

Sealed-Tendering cum e- AUCTION- General Terms & Conditions

| | |
|--------------------------------------|---|
| e-Auction Date | 27.05.2015 (Wednesday) |
| Auction Venue (for e-auction) | www.adaniportal.com |
| e-Auction Time | 11.00 AM |
| Inspection Date | 13-05-2015 to 23-05-2015 (Except Sunday & Holiday) |
| Inspection Time | 9:30 a.m. to 4:30 p.m. by prior appointment |
| Last Date for CMD Submission | 23-05-2015 by 05.00 p.m. |
| Contact Person | Mr. Vijay Tahiliani 8875024604 (For CMD submission at Kawai) Mr Latish Achary 9426600340 (For CMD submission at Ahmadabad) Mr. Rajesh Kulshreshtha 8094002542 (For Material Inspection) Mr Rakesh Shukla 8875024927 (For Material Inspection) |

GENERAL CONDITIONS OF SALE
GENERAL CONDITIONS FOR SALE OF OLD & USED EQUIPMENTS

Definition:

"Seller" means "Adani Power Rajasthan Limited (APRL)", incorporated under the Companies Act, 1956, which shall include its legal successors in title and permitted assignees. All rights, benefits and remedies conferred upon by this Sale Order shall accrue and be available to and are for the express benefit of the Seller which is selling the Goods.

"Purchaser" means the successful Bidder the company incorporated under Companies Act, 1956 which shall include its legal successors in title and permitted assignees; or the proprietor working in the name of a Firm; or a partnership firm registered under the Indian Partnership Act 1932.

1.0 Inspection of the materials:

1.1 For inspection of materials lying at Adani Power Rajasthan Limited, NH 90, Village-Kawai, Tehsil: Atru; Dist: Baran, Rajasthan-325219 , Please contact Shri Rajesh Kulshreshtha, Mobile No: 08094002542/Mr Rakesh Shukla 8875024927 on any working day during working hours after taking prior appointment for inspection of the material.

2.0 Caution Money Deposit (CMD) & Earnest Money Deposit (EMD):

2.1 For participating at our sealed tender cum e-Auction, the intending bidders shall pay refundable Caution Money Deposit (CMD) as mentioned in the Annexure 'C' favoring Adani Power Rajasthan Limited' payable at Ahmedabad. CMD of unsuccessful participants will be sent back immediately by the Seller through courier at the address given by them on receipt of " Request for Refund of CMD -Cum- Letter of Confirmation" through Fax or Courier from the respective bidders.

2.2 Successful participant's CMD will be adjusted against Earnest Money Deposit (EMD) as applicable during issuance of sale order . If successful purchaser wishes to pay exact EMD (In case where cumulative CMD is more than EMD amount of awarded items), Bidder MUST send email to the said effect to the Seller within 24 hours of declaration of result and send their DD of exact EMD amount favoring Adani Power Rajasthan Limited' payable at Ahmedabad within five working days following the date of auction. On receipt of EMD, original DD will be refunded through courier by the Company; otherwise full money will be adjusted as EMD.

2.3 The EMD of the successful Bidder will be returned after successful execution of Sale Order. No interest or other costs will be paid to Bidders for provision of EMD.

2.4 The CMD/EMD is liable to be forfeited:

- a) If the Bidder withdraws his Bid.
- b) If the Bidder does not accept the correction of his price pursuant to the relevant clause of tender specification.
- c) In case of a successful Bidder, if he fails within the specified time limit to Sign the Orders.

3.0 Sealed tender cum e-Auction process.

3.1 Bidders shall submit their highest bid for all/selected items as per Annexure 'C' in a sealed envelope clearly mentioning on their letter pad Sr No , material description, quantity and the priced sealed bid along with CMD amount as mentioned in annexure 'C'. Sealed bid along with

CMD shall be submitted in a sealed envelope marked "Sealed tender for Old and used equipments) by hand or courier at following addresses and ensure the sealed bid should reach the given address latest by 23-05-2015 failing which the bid shall not be considered.

Mr Ashok Mishra
General Manager- Commercial
Adani Power Rajasthan Limited
NH-90, Atru Road, Village: Kawai, Tehsil: Atru
Dist: Baran, Rajasthan – 325220 India

3.2 Manual tender Result:

All the sealed tenders shall be manually opened by APRL authorized committee on 23-05-2015. Based on manual auction bid results, APRL management may decide to conduct e-auction for all/selected items and shall intimate respective bidders to take participation in forward e-auction to be conducted on adani portal on Dt 27.05.2015 (Wednesday). During e-auction bidders shall be allowed to participate only for such items for which they have submitted sealed tender bid along with CMD.

No CMD shall be accepted after 23-05-2015

3.3 e-Auction Result

e-auction result will be shown immediately after closure of the particular lot on e-Auction screen to the highest bidder (Rank-1) only.

4 PAYMENT & DELIVERY

4.1 Details as per attached Item list (Annexure- "C").

4.2 Materials must be removed after making full payment with all Taxes & Duties as per Sale Order and schedule mentioned in 4.1 above, failing which Clause No: 5, 10 and 11 of the General Terms and Conditions of the sale will be applicable.

4.3 In the event of failure of the Purchaser to pay the full sale value of Lot with in speculated period as mentioned in clause (4.1) above, the contract will automatically stand terminated and the Earnest Money Deposit will stand forfeited for the breach of contract by the Purchaser. The lot in question shall be resold by the Seller without any further reference to the Purchaser.

4.4 All payments are to be made by DD of nationalized banks only payable at **Ahmedabad** favouring **ADANI POWER RAJASTHAN LIMITED**.

4.5 Choosing, Selection, picking or segregation of items by Purchaser is not allowed and Purchasers will take the material "**As Is Where Is Basis**".

4.6 Purchasers will appoint their authorized representative & transporter and will provide the name, address, Telephone Numbers, Fax Numbers, Mobile No. and email address of the representative & transporter to the Seller.

4.7 Loading of the material into the truck will be done by the Purchaser at their own cost & risk and its supervision at the Site.

4.8 Purchaser shall ensure to comply all safety rules as per given safety guidelines by our safety department.

4.9 Purchase shall ensure to cover insurance of their workmen under valid WCA policy.

5 PENALTY FOR DELAY IN COLLECTION / PAYMENT

5.1 **For delay in deploying Vehicles :**

- 5.1.1 In case the Purchaser fails to deploy the vehicles as per instructions and per the schedule of time given to them, the Seller may at its discretion extend the period by levying down godown rent @ 1% of the total sale value per day or part thereof for such delayed period, subject to a maximum extension of one week.
- 5.1.2 No more extension will be given beyond one week.
- 5.2 No further extension will be given under any circumstances other than mentioned in Clause 5.1 above and on expiry of the extended period as mentioned in 5.1 above, EMD or full sale value, as the case may be, will stand forfeited for the said Purchaser by the Seller without any further notice or any communication.
- 6. Description of Materials and Quality and Quantity:**
- 6.1 The materials shall be disposed off as "AS-IS-WHERE-IS Basis". All the materials shall be sold on the assumption that the Purchaser has inspected it and satisfied itself with the condition of the material.
- 6.2 The allotted/awarded items for sale against old and used equipment list shall be sold on individual item and on its highest received bid basis and no Warranty or guarantee shall be implied on any such items. The Purchaser must lift the entire quantity of the demonstrated lot within prescribed time limit.
- 6.3 Description given in our enclosed list is in brief. Offers by the bidders will be deemed to have been made on the clear understanding that intending bidder / bidders have satisfied themselves fully in regard to the nature, condition, quality of goods upon inspection or otherwise. No error, omission or mis-statement or mis-description whatsoever and howsoever made or published whether in advertisement or list or otherwise and no defects or faults in the goods shall invalidate the contract or be subject matter of any claim on the part of the bidder whether in compensation or otherwise howsoever nor will any such claim be entertained by the Sellers.
- 7. Removal of Materials:**
- 7.1 It will be successful Purchaser's responsibility to weight the empty truck at the Seller's weigh bridge.
- 7.2 All the consignments, if applicable, must be weighed even if they are sold on lot basis for Seller's record.
- 7.3 In order to facilitate the Seller to complete the transaction before 4.00 p.m. the goods should be collected before 3.30 p.m. on any working day with prior appointment with the concerned Department within the stipulated delivery days.
- 7.4 Should the Purchaser wish to take delivery of the awarded used equipments through a representative, he must authorize the later by a letter of authority or continuing authority which shall be presented to the officer concerned. The officer concerned may in his entire discretion decline to act on any such authority and it shall be for the Purchaser to satisfy the officer concerned that the authority is genuine. Delivery to such person shall be sole responsibility of the Purchaser & no claim shall lie against the Seller on any account whatsoever, if delivery is offered to a wrong person.
- 7.5 The Seller reserves the right to unload the vehicles for inspection purpose. If it is suspected at any time that the Purchaser has loaded the material for which he is not entitled or if the Purchaser is found to carry excess material than that mentioned in the documents, the Seller will be within its right to detain the vehicle, unload the goods at the cost & expenses of the Purchaser & terminate the contract forthwith and forfeit the sale value & claim such further losses and damages that may be caused to the Seller.
- 7.6 It shall be the responsibility of the Purchaser to see that he or his authorized representative or agents collect and load only those used equipment that is covered under the the contract and in the event of his authorized representative or agents finding any other quality of or kind of

equipment mixed with the items allotted to him he should forthwith bring it to the notice of the Store Incharge and lift only correct item.

- 7.7 During the course of the removal of the old and used equipments if any damage is caused to the Seller's premises, installations or instruments, the buyer will be entirely held responsible to make good such losses. Till such period, the damage is repaired or compensated to the Seller, no delivery of any lot/s purchased by the said bidder will be allowed.
- 7.8 Buyer shall ensure to comply with safety and IR guidelines of our plant and shall provide suitable insurance arrangement (WC Policy) to cover their persons and equipment during collection of used equipment/s against awarded sale order.
- 7.9 Awarded items/lot must be removed by the Purchaser on or before scheduled period as mentioned hereinabove in Clause No. 4.

8. Decision in case of disputes :

- 8.1 In case of any dispute regarding the contract, the Seller and the Purchaser shall try to resolve it amicably. In case it is not resolved, it will be referred to one Arbitrator appointed by the Seller. The arbitrator so appointed shall act in accordance with the provision of Arbitration & Conciliation Act, 1996 and the venue of arbitration shall be Ahmedabad or as suggested by the Seller.
- 8.2 If there is any dispute as to the last or highest bid or dispute in identifying the item belonging to particular lot, the dispute shall be determined by the Seller and their decision shall be final and binding to all.
- 8.3 Only the appropriate Court in Ahmedabad will have Jurisdiction to deal with any disputes arising out of this contract or as suggested by the Seller.

9. Right of Acceptance / Rejection of offer:

- 9.1 The Seller reserves the right to withdraw wholly or partially any or all the items set for sale at any time during the period of contract without assigning any reasons.
- 9.2 The Seller also reserves the right to accept any bid on "Subject To Confirmation" & the Seller's final decision will be informed to the purchaser within five working days
- 9.3 The goods are sold subject to the reserve price fixed by the Seller. The Seller is not bound to accept the highest offer. The Seller reserves the right to reject any CONDITIONAL offers.

10. Forfeiture of Earnest Money Deposit :

In case of failure of the Purchaser to comply with the conditions of above Clause No. 4.1 and 5.1, the Seller may at its discretion, terminate the contract and the EMD paid by the Purchaser will stand forfeited for the breach of contract by the Purchaser. The lot in question will be re-sold by the Seller, without any reference to the Purchaser, to any other buyer at the risk, cost and consequences of the defaulting Purchaser. All cost of resell with difference in the resell price and original price, will be considered as debt due from the defaulting Purchaser and same shall be recovered from such defaulting Purchaser/s.

11. Termination of Contract :

The Seller reserves the right to terminate the contract at any time by giving seven days notice on the following ground.

- 11.1 Unsatisfactory execution or performance of the contract by the Purchaser.
- 11.2 For improper behavior of the Purchaser or breach of the terms and conditions of the contract.
- 11.3 Decision of the Seller to terminate the contract shall be final and binding and no claim for damages and compensation shall be entertained. Provided always that in the event of the Purchaser or his agent or servant committing or attempting to commit theft, fraud, dishonesty or gross misbehavior in connection with the subject matter of this contract or in any other -

connection whatsoever concerning the business of the Seller, the Seller will be entitled to terminate the contract - forthwith and forfeit the Security Deposit at its sole discretion.

12. Force Majeure

12.1 If either party is prevented from the performance of its obligations in whole or in part for reasons of Force Majeure, viz. acts of God, acts of Government, acts of Public enemy, fire, war, insurrection, embargo, blockade, earthquake, floods, epidemics, lock outs, theft, closure, then provided Notice of happening of any such eventuality is given by the affected party to the other party within 7 days from the date of occurrence and cessation of Force Majeure, the period of Force Majeure shall be excluded accordingly. Provided however, such events materially and adversely affect the affected Party's performance of its obligations pursuant to the terms of this Contract. Neither of the Parties to the Contract shall claim compensation for the loss thus incurred.

13. Passing of Property In the goods:

13.1 It is expressly made clear that the property in the goods whether sold by units, weights or lots, whether arranged or otherwise, will remain that of the Seller and will pass on to the Purchaser only when material is taken out by the Purchaser from the factory Premises after getting valid dispatch documents.

14. General:

14.1 Custom Duty, Excise Duty, Sales Tax, VAT, Entry Tax, or any other taxes as applicable under the relevant Act will be charged extra at the rate prevailing at the time of delivery.

14.2 All trucks, trailers, carrying such materials outside our premises are subject to inspection by our Security Dept. at the gate. If required, the Purchaser will have to unload the vehicle if Security Officer demands for a surprise check.

14.3 Any person employed or engaged by the Purchaser for the purpose of the execution of the contract shall be required to observe the rules and regulations that are prevailing in Seller's Company. The movement of his persons shall be restricted only to the place of work assigned to them. Each person engaged by the Purchaser shall be required to obtain a Pass from Sellers Security Department for entering and leaving Seller's Factory premises. All the labour engaged by the Purchaser shall be subjected to inspection by Seller's Security Dept.

14.4 All communication will be made through email messages / letters through registered post / courier. All notices, letters communicated to the Purchaser/s via email shall be deemed to have been received by him/them within 12 hours from the time of email sent to him/them. Purchaser/s are requested to check their emails from time to time every day.

14.5 The Purchaser shall not be entitled to resale any lot or part of a lot while the goods are still lying within the premises of the Seller and no delivery would be effected by the Seller to any person other than the Purchaser whose names are mentioned in the delivery order.

14.6 All Purchasers of the lots before collecting purchased materials from inside the works should contact the Seller's authorized officer to get them fully acquainted with safety rules and regulations. Purchasers will be allowed to start collecting materials only when they have confirmed in writing that they are agreeable to follow the various safety rules and factory regulations.

14.7 The Seller will in no way be responsible for any accident, damage or injury to the Purchaser's workmen or equipment while on factory premises and no compensation what so ever shall be entertained by the Seller.

14.8 If the successful purchaser at any stage either neglects or refuses or is unable to take delivery of the materials for any reasons whatsoever or the performance of the purchaser is unsatisfactory, the Company will have the right to terminate the contract, enforce forfeiture of purchaser's

EMD/security deposit and claim such further losses and damages that may be caused to the Company to determine and declare at its sole discretion.

- 14.9 In the event of the purchaser failing to remove the materials and to pay price thereof, the Co. shall be free to sell the goods to any person or persons and to recover from the original purchaser the amount by which materials actually sold, falls short of the price agreed by the original purchaser. This does not in any way effect the right of the Company to forfeit EMD as provided herein.
- 14.10 Special Conditions of sale or Additional Conditions of sale, if any, will be announced at the time of auction.

ANNEXURE – “A”

Registration for participating at APRL Sealed Tender cum e-Auction

[Incomplete forms will not be accepted. This Form to be printed on Company's Letter-Head]

Date:

M/s Adani Power Rajasthan Limited
NH-90, Atru Road, Village: Kawai
Dist: Baran. Rajasthan, India

Dear Sir

Sub: Request to activate Login for participating in the sealed tender cum e-Auction to be held on behalf of APRL on 27-05-2015

Please find attached herewith our **PO/DD No. _____ dated _____ drawn on _____ (Bank) for Rs 5.0 Lac (Rupees Five Lac Only) favouring “ Adani Power Rajasthan Limited”**, payable at “**Ahmedabad**” being CMD for participating in the above mentioned e-auction.

I/We hereby further confirm that I/ We have read and understood the “Instructions to the sealed tender cum e-Auction Participants”. We hereby confirm that we have read and understood the terms & conditions of the sealed tender cum e-Auction and same are acceptable to us.

Please find details as under:

| | |
|--------------------------------------|--|
| Name of Company | |
| Address | |
| Director/Partner/Proprietor's name/s | |
| Name of Contact Person | |
| Contact person designation | |
| Phone Office | |
| Phone Residence | |
| Mobile No | |
| Fax No | |
| Email address | |
| TIN no | |
| PAN No (company/Individual) | |
| Annual Turnover (last 3 yrs) | 14-15: 13-14: 12-13: |
| | |

Signature with rubber stamp

"ANNEXURE – "B"

(on your letterhead with company seal and stamp with contact details)

Request for Refund of CMD-cum-Letter of Confirmation

(This letter is to be issued by all bidders whether successful or not)

Date :

**M/s Adani Power Rajasthan Limited
NH-90, Atru Road, Village: Kawai
Dist: Baran. Rajasthan, India**

Dear Sir,

Sub: Confirmation of bidding in sealed tender cum e-Auction held on 27-05-2015 for APRL

We hereby confirm that we have taken participation in the sealed tender cum e-Auction held on 27-05-2015 by you and our highest bid for the lot we participated was as under:

| Sr No | Our Highest Bid |
|-------|-----------------|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |

You are requested to refund our CMD as we were not the H1 bidder or you are requested to keep our CMD as we are H1 Bidder and our bids are accepted for Sr No: _____

_____.

Thanking you,

Yours truly,

Signature with rubber stamp

"ANNEXURE – "D"

(on your letterhead with company seal and stamp with contact details)

Submission of sealed bid along with CMD for sealed tender cum e-auction on Dt 27-05-2015
(This letter is to be issued by all bidders for items they are participating for sealed tender cum e-auction)

Date :

General Manager - Commercial
M/s Adani Power Rajasthan Limited
NH-90, Atru Road, Village: Kawai
Dist: Baran. Rajasthan, India

Dear Sir,

Sub: **Submission of sealed bid along with CMD for sealed tender cum e-auction on Dt 27-05-2015 for APRL**

We hereby confirm that we wish to participate in your sealed tender cum e-auction of old and used equipments scheduled on Dt 27-05-2015 and are herewith submitting our highest bid in sealed envelope along with CMD amount. We hereby also agree to accept to consider our sealed price bid/e-auction bid as a highest one in case of e-auction is conducted for the given list of old & used equipments. Our Sealed bid/e-auction bid whichever is higher should be considered as a highest bid.

| Sr No | Material | Qty | UOM | Unit price |
|-------|----------|-----|-----|------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

VAT/CST @ 5% & TCS @ 1% shall be paid extra our and above the submitted bid along with this letter/e-auction.

CMD amount details

Bank name..... DD No..... Date.....Amount.....

Thanking you,

Yours truly,

Signature with rubber stamp