

(ଭାରତ ସରକାରଙ୍କୁ ଅର୍ପଣ ପଦ୍ମ ସମ୍ପର୍କରେ)

# ଜିଆଁର ସମ୍ଭାଷଣ - ଦୀପ୍ତି ଶତପଥୀ

ଶିଖା ଓ ଆକାଉଣ୍ଟର ନାମ

[illegible]

ଅ-ଅକ୍ଷାପାନ ନିଲୀନ ଯେଉଁଠାରେ ଯେଉଁର ଆଙ୍ଗୁ ଓ 'ସାହା ଯେମିତି ଆଙ୍ଗୁ' ଭିତ୍ତିରେ ନିଲୀନ କରାଯିବ

www.hudco.org, www.indian-bank.com/indianbank.in, pnbindian.biz/  
pnbindia.in and www.tenders.gov.in ପରିଦର୍ଶନ କରନ୍ତୁ । (M/s. Jainsteel & Power Ltd. a/c.)

ଓଟାଏକହେଉଥାନ୍ତେ, ନୋବାଇର - ୦୯୩୭୨୮୪୪୫ / ଇମେଲ୍ ଆଇଡି [dash.bhubaneswar@matexnet.co](mailto:dash.bhubaneswar@matexnet.co) ଓ [www.matexauctions.com](http://www.matexauctions.com) ରେ ମଧ୍ୟ ଯୋଗାଯୋଗ କରିପାରିବେ।

ଗ୍ରାହୀ ଓ ବ୍ୟାବସାୟିକଙ୍କୁ ପାଇଁ ମନୋନୀତ ଆଇଡିର ମଧ୍ୟ ଆବେଦନ କରାଯାଉଛି।

എന്താ! ഒട്ടെല്ലാം നോക്കി വെക്കണം, ഇതിലാണ് ഐക്യം, ഐക്യം മാത്രമേ ഇതിലുള്ളൂ (ജോയിന്റ്)



# Housing and Urban Development Corporation Ltd. (HUDCO)

(A Govt. of India Undertaking)

**Regional Office : 3rd Floor, Deendayal Bhawan, Ashok Nagar, Janpath, Bhubaneswar-751 009**

## E-AUCTION SALE NOTICE

Under Rule 6(2) and 8(6) of Security Interest (Enforcement) Rule-2002 under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (SARFAESI Act)

**PUBLIC NOTICE FOR E-AUCTION FOR SALE OF MOVABLE PROPERTIES. LAST DATE & TIME OF SUBMISSION OF EMD AND DOCUMENTS (HARD COPY/ ONLINE) TO THE AUTHORISED OFFICER OF JOINT LENDERS ON OR BEFORE 12.12.2016 UPTO 04.00 PM.**

Sale of movable property/ies hypothecated to HUDCO, Indian Bank, Bank of India / Edelweiss and PNB (Joint Lenders) under Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, (SARFAESI Act) 2002 (No.54 of 2002): Whereas, the Authorised Officer of HUDCO, Indian Bank, Bank of India/ Edelweiss and PNB (Joint Lenders) have taken symbolic possession on 30.10.2013 and actual possession on 17.03.2015 of the below mentioned property/ies pursuant to the notice issued under Section 13(2) of the Security Interest (Enforcement) Rules 2002 in the following loan account with right to sell the same on "AS IS WHERE IS BASIS and AS IS WHAT IS BASIS" for realisation of HUDCO, Indian Bank, Bank of India/Edelweiss and PNB (Joint Lenders) dues plus interest as detailed hereunder and whereas consequent upon failure of the defaulters mentioned below to repay the over dues, the authorised officer / undersigned in exercise of power conferred under Section 13(4) of the said Act proposes to realise the HUDCO, Indian Bank, Bank of India / Edelweiss and PNB (Joint Lenders) dues by sale of the said property/ies. **THE SALE WILL BE DONE BY THE UNDERSIGNED THROUGH**

E-AUCTION PLATFORM PROVIDED AT THE WEB PORTAL (<https://www.matexauctions.com>) ON 14.12.2016 FROM 11.00 AM TO 02.00 PM WITH AUTO EXTENSION OF TIME TILL CONCLUSION OF AUCTION IF ANY INCREMENTAL BID FALLS WITHIN 5 MINUTES OF CLOSING TIME.

## DESCRIPTION OF MOVABLE PROPERTIES

Name of the Branch & Account	Name of the Owner of the property/ mortgagor	Description of movable properties	Outstanding Amount & Demand Notice Date 05.07.2013	Reserve Price (Rs.) EMD Bid Increase Amount (Rs. In Crore)	Date, Time of E-Auction/E-Auction Portal
i) <b>HUDCO</b> Regional Office, 3rd Floor, Deendayal Bhawan, Ashok Nagar, Janpath, Bhubaneswar-751 009. Account of M/s Jain Steel & Power Ltd. for Scheme N. 18895.	M/s. Jain Steel & Power Ltd. Through its Managing Director, Shri Manoj Kumar Jain.	DRI and Raw Material Handling system ( R M H S ) , Captive Power Plant (CPP), Electrical Installed Equipments OF M/s Jain Steel & Power Ltd near Durlagha in Jharsuguda, Orissa	Rs. 42,60,45,047.14/- (Rupees Forty two Crores Sixty Lakhs Forty Five Thousand & Forty Seven & Fourteen Paise only) as on NPA dates HUDCO - 30.06.2013, Indian Bank - 29.07.2012, Bank of India - 31.12.2012, PNB - 28.09.2012 as per demand notice Dated 05.07.2013 plus interest, compound and penal interest and additional incidental charges etc. till the date of final payment.	i) Plant & Machineries (movable properties) Reserve Price Rs. 20.00 Crs. (Rupees Twenty Crore only). EMD Amount. Rs. 2,00,00,000/- (Rupees Two Crore only) <b>Bid Increase amount Rs. 10 lakhs (Rupees Ten lakhs only) or its multiple/s</b>	14.12.2016 from 11.00 AM to 02.00 P.M. on <a href="http://www.matexauctions.com">www.matexauctions.com</a> And in case bid is placed during the last 5 minutes of the closing time of the e-Auction, the closing time will automatically get extended for 5 minutes (each time till the closure of e-Auction process), otherwise, it'll automatically get closed.
ii) <b>Indian Bank</b> , Main Branch, Ashok Nagar, Bhubaneswar Loan A/c. No.717125289 & Cash Credit A/c. No. 713546007.					
iii) <b>Bank of India</b> , Main Branch, Ashok Nagar, Bhubaneswar Loan A/c. No. 55503011000046 & 55506540000001 (assigner) / <b>Edelweiss</b> , Edelweiss House off CST Road, Kalina, Mumbai.					
iv) <b>Punjab National Bank</b> , Jharsuguda Branch, Jharsuguda. Loan A/c. No. TL-IC-12 & CC A/c. No. 87-2343.					

### TERMS AND CONDITIONS:

The e-Auction is being held on "AS IS WHEREIS BASIS" AND "AS IS WHAT IS BASIS"

- This is also a notice to the Borrowers / Guarantors / Legal heirs of the aforesaid loan about holding of sale / auction of the said property on the above mentioned date if the dues are not repaid in full before the date of sale.
- The borrower / guarantors are hereby notified to pay the sum as mentioned above along with up to dated interest and ancillary expenses etc. before the date of e-Auction, failing which the property will be auctioned / sold and balance dues (if any), will be recovered with interest and cost etc.
- Please visit / refer the lenders **websites** [www.hudco.org](http://www.hudco.org), [www.indian-bank.com](http://www.indian-bank.com)/ [indianbank.in](http://indianbank.in), [pnbindia.biz](http://pnbindia.biz)/ [pnbindia.in](http://pnbindia.in) and [www.tenders.gov.in](http://www.tenders.gov.in) under the link 'e-auction' (M/s. Jain Steel & Power Ltd. - a/c) for detailed terms and conditions and tender documents.
- The intending bidders may contact the **Authorised Officer on behalf of Joint Lenders, Sri S.K. Panda, SM (Law)**, HUDCO, Deendayal Bhawan, Ashok Nagar, Bhubaneswar-751009, Odisha during office hours on Mob No. 9437010602, Phone No. 0674-2536287 & email [hudconiwasbbsr@gmail.com](mailto:hudconiwasbbsr@gmail.com).

**Authorised Officer of HUDCO**  
**Indian Bank, Bank of India**  
**(Assigner)/Edelweiss and**  
**Punjab National Bank (Joint Lenders)**

Date : 01.11.2016  
Place : Bhubaneswar

## TENDER DOCUMENT

A/C of M/s. Jain Steel & Power Limited  
With  
HUDCO, Indian Bank, BOI (Assigner)/Edelweiss (Assignee) & PNB  
(Joint Lenders)

### TENDER/BID DOCUMENT FOR SALE (Including for e-auction)

The Authorized Officer of HUDCO, Indian Bank, BOI  
(Assigner)/Edelweiss (Assignee) (Assignee) & PNB (Joint Lenders)

In exercise of powers conferred under Section 13 of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (In short 'SARFAESI Act'), the Authorised Officer for the **A/c of M/s. Jain Steel & Power Limited of HUDCO, Indian Bank, BOI (Assigner)/Edelweiss (Assignee) & PNB**, the Joint Lenders issued a Demand Notice dated 05.07.2013 under sec 13(2) of the SARFAESI Act calling upon the borrower/guarantor/mortgagor in the above account to pay the amount due to the tune of **Rs. 42,60,45,047.14 (Rupees Forty Two Crores Sixty Lakhs Forty Five Thousand and Forty Seven & Fourteen Paise only)** as on **NPA dates HUDCO – 30.06.2013, Indian Bank – 29.07.2012, Bank of India – 31.12.2012 & PNB – 28.09.2012 as per Demand Notice dated 05.07.2013 plus interest, compounded and penal interest and additional incidental charges etc. thereon till the date of final payment.** As M/s. Jain Steel and Power Limited through its Managing Director **Sri Manoj Kumar Jain** failed to make payment despite Demand Notice, the Authorised Officer took possession of the property (more fully described in Annexure II ) under SARFAESI Act **on 17.03.2015** after complying with all legal formalities. The Authorised Officer is entitled to sell the properties by virtue of powers conferred on him under sec 13(4) of SARFAESI Act read with Rule 9 framed under the said Act. Sale is intended to be carried out by inviting tenders/bids from public. The necessary Notice of Intended Sale was published in **Daritri Odia News Paper and Buisness Standard English News Paper on 2/11/2016.** Accordingly, tenders/bids are called from intending purchasers. The details are furnished below:

#### **Definitions:**

1. 'Property' is the mortgaged and hypothecated items offered for sale more fully described in **Annexure-II.**
2. 'Seller' of the property is Authorised Officer of HUDCO, Indian Bank, BOI (Assigner) /Edelweiss (Assignee) & PNB (Joint Lenders).
3. The term 'tender' wherever used shall also mean and include 'bid', 'offer' or similar terms, which convey the same meaning.
4. 'Tender document' comprises the terms and conditions of the tender, the Tender form, the Schedule of the property, Model letters if any to be submitted and other terms and



conditions etc., including the terms and conditions for e-auction enclosed along with the bid / tender form wherever applicable.

5. 'Designated place' is the place at which the tender documents shall be available apart online mode and the completed tenders viz. Signed copy of TENDER DOCUMENTS, copy of KYC, PAN card, Authorisation letter in case of Representative bidding, Photo of intended bidder/ authorized / designated person as the case may be along with DD payable at Bhubaneswar or Receipt of RTGS/ NEFT of EMD amount may be submitted at **HUDCO Regional Office, 3<sup>rd</sup> Floor, Deen Dayal Bhawan, Ashok Nagar, Janpath, Bhubaneswar-751009.**

**PLEASE NOTE AUCTION SHALL BE CONDUCTED THROUGH ONLINE MODE ONLY AND INTENDED BIDDER IS EXPECTED TO UPLOAD HIS/ HER/ THEIR KYC DOCUMENT, AUTHORISATION LETTER (IF APPLICABLE) PAN CARD, PHOTO, COPY OF DD/ RECEIPT OF RTGS OR NEFT AT PORTAL OF OUR SERVICE PROVIDER FOR ON-LINE AUCTION [www.matexauctions.com](http://www.matexauctions.com).**

**NO BIDDER SHALL BE ALLOWED TO PARTICIPATE IN AUCTION UNLESS SIGNED COPY OF TENDER DOCUMENT ALONG WITH ORIGINAL DD (if EMD submitted by way of DD) IS RECEIVED AT OUR END AT DESIGNATED PLACE**

6. 'Tenderer' is the person who submits his tender for purchase of the property by quoting the price offered by him and therefore participates in the tender cum auction mode. This may be an individual, HUF, Partnership firm, private or public limited company or a statutory corporation. 'Tenderer' shall also mean and include 'Offerer', 'Bidder' or similar terms which convey the same meaning.

7. 'Representative' is the person authorized by the Tenderer to submit the tender document on his behalf. Such Representative may either hold a Power of Attorney issued in his name by the tenderer or authorised by the tenderer through a specific letter, attesting the signature of the Representative.

8. 'Tender Amount' is the amount mentioned in the Tender form submitted by the Tenderer and later on increased in the tender cum auction mode amongst the eligible tenderers. **The eligible tenderers are those who have quoted their bid / tender / offer amount ABOVE Reserve Price.**

9. 'Price' is the amount at which the Seller accepts to sell the property after opening all the tenders and verifying other documents and adopting the tender cum auction process in the discretion of Authorized Officer.

10. 'Successful Tenderer' is the Tenderer who has submitted the highest bid amount and /or who has quoted the highest bid amount in the tender cum auction mode.

11. 'Second successful Tenderer ' is the Tenderer, other things remaining the same, whose quoted amount is next below the amount quoted by the Successful Tenderer as mentioned in the Para 10.

12. 'Acceptance date' is the date of mail communicating acceptance of the Tender by the seller to the successful Tenderer or the second successful Tenderer as the case may be.

13. 'Purchaser' is the 'Tenderer' whose bid / offer amount has been accepted by the Seller and who has not rescinded performance within the time limit allowed in the acceptance letter.

14. Wherever the pronoun 'he' and its related verbs are used, it also implies and includes 'she' as well as the plural form.

## **15. Property**

15.1. It consists of the hypothecated properties (Immovable & Movable Plant & Machinery) more fully described in Annexure-II.

## **16. Inspection:**

16.01. The property can be inspected by the intending Tenderer from 10.11.2016 to 25.11.2016 at his expense between **11.00 am to 4.00 pm** with prior appointment or in the dates as allowed by Authorised Officer at the addresses mentioned in the Annexure-II. Inspection of documents etc. can be also seen by intending tenderers from 28.11.2016 to 30.11.2016 **between 11.00 am to 4.00 p.m.** or in the dates as allowed by Authorised Officer at **HUDCO Regional Office, 3<sup>rd</sup> Floor, Deendayal Bhawan, Ashok Nagar, Janpath, Bhubaneswar.**

## **17. Terms of Warranty:**

17.01. 'THE TENDERER SHALL HAVE TO VERIFY THE POSITION REGARDING THE TAX AND OTHER CHARGES PAID/PAYABLE, INSURANCE, OTHER STATUTORY DUES ETC if any from the documents available at the designated place before submitting the Tender. No claims in whatsoever nature shall be entertained in this regard after the Tenders are opened

17.02. The Seller does not give any warranty as to the description, condition or accuracy of details regarding the property given in the schedule. The Tenderer *is* to satisfy himself as to the identity and correctness of the description of the property and statutory liabilities etc. before submitting the tender.

17.03. Once tender submitted, tenderer will be deemed to have waived all objections to the title, extent or any other aspect, if any afterwards. THE SUCCESSFUL TENDERER SHALL NOT BE PERMITTED TO REFRAIN FROM PERFORMING **HIS OBLIGATION BY REASONS OF ANY ERROR OR DEFAULT IN DESCRIPTION THEREOF IN THE SCHEDULE HERETO OR REGARDING THE TITLE THERETO AND/OR FOR ANY OTHER REASON.** THE SALE SHALL NOT BE INVALIDATED BY SUCH REASONS AND NO COMPENSATION SHALL BE PAYABLE IN RESPECT OF ANY SUCH DEFAULT OR ERROR OR MISDESCRIPTION.

17.4. The sale is on '**AS IS WHERE IS AND AS IS WHAT IS**' basis and without any representations and warranties on the part of the Secured Creditor relating to encumbrances/ statutory liabilities etc.

## **18. Submission of Tender:**

18.01. The tender document can be obtained from the designated place of the Seller between **10:00 AM to 04:00 PM on weekdays (Monday to Friday) 02.11.2016 to 12.12.2016** excluding holidays. The issue of tender document will be up to 04:00PM of 12.12.2016. Since e-auction mode is adopted, the Tender/bid Form with the terms and conditions can be had on-line from the website [www.matexauctions.com](http://www.matexauctions.com) / [www.Tenders.gov.in/](http://www.Tenders.gov.in/) and online portal of HUDCO/ INDIAN BANK, Punjab National Bank and using the provision in the system / software, the same could be procured using the 'seal bid option' such that the activities could be done online. The tender form and the terms and conditions would be available in the website from 02.11.2016 at 10.00 a.m. to 12.12.2016 **upto 04.00 p.m. (Monday to Friday)..**

18.02. The tenderer should be legally eligible to buy a property in the Union of India.

18.03. No separate tender document is to be used for the property item/ lot described in the sale notice i.e. splitting of the lot as shown in Annexure II is not permitted.

18.04. If the tender is submitted by a person who is not an individual, the details relating to constitution must be specified

18.05. When the tenderer is other than an individual, the capacity of the signatory shall be indicated along with rubber stamp of the organisation, on whose behalf the tender is submitted

18.06. If the tender is submitted through a Power of Attorney holder (POA holder) or an authorised representative, proof of such authorisation should be enclosed. However, in case of successful tenderer, the property would be transferred in the name of the tenderer only and not in the name of such POA holder or authorized representative.

18.07. The tender amount must be filled in both in words and in figures in the TENDER form (as is given in Annex-II ), failing which the tender can be rejected. When there is a difference in the amount stated in figures and in words, the amount stated in words shall prevail.

18.08. All corrections must be attested under the full signature of the tenderer with date of such corrections.

18.09. Complete address of the tenderer must be given in block letters. Telephone numbers, telegraphic address. **e-mail address.** etc., also be furnished.

18.10. If the tender is submitted on behalf of an organisation, the name, designation and telephone numbers of the contact person, if any, shall also be given.

18.11. The Reserve Price for auction property and Earnest Money Deposit is enumerated in Annexure-II.

18.12. Earnest Money Deposit (EMD) as specified for in the Annexure-II shall be remitted along with the tender document. The tenders should be accompanied with EMD taken in DD (payable at Bhubaneswar) / RTGS/ NEFT mode in absence of which Tender shall be rejected / treated as disqualified. The Nodal Bank account No./IFSC

Code etc. for online money transfer is as under: **The Joint Lenders Bank Current A/c No. 6341941152 with Indian Bank, Main Branch, Bhubaneswar IFSC Code- IDIB000B024, Name of A/c. M/s. Jain Steel & Power Ltd.-SARFAESI Action.** The Demand Draft / Pay Order shall not be dated earlier than the Notice of intended sale and shall be payable in Bhubaneswar only. Money Orders / Cash/ Postal Orders, personal cheque / bank guarantees. *etc.* shall not be accepted in lieu of Demand Draft / Bankers' Pay Order in case of EMD.

18.13. The Tender Price shall be quoted in absolute terms and shall not be linked to any other reference. The tender must be unconditional.

18.14. Correct and complete information is to be furnished while submitting the tender. Furnishing incorrect / false information relating to any material fact and / or failure to enclose any required document may cause the tender to be rejected at the discretion of the Seller. The details furnished in the Tender shall be duly witnessed atleast by two persons, who would affix their signature, name and address at the space provided for the same.

18.15. Tender document may also be obtained from official website of the lenders bank viz. [www.hudco.org](http://www.hudco.org), [www.indian-bank.com/](http://www.indian-bank.com/) [indianbank.in](http://indianbank.in), [pnbindia.biz/](http://pnbindia.biz/) [pnbindia.in](http://pnbindia.in) under the link 'e-auction' ( M/s Jain Steel & Power Ltd-a/c) and also from [www.matexauctions.com](http://www.matexauctions.com), [www.tenders.gov.in](http://www.tenders.gov.in)

18.16. For valid tender submission in Offline mode Tenderer required to submit completely filled in and signed TENDER FORM including Annexures along with i) Copy of the NEFT/ RTGS /Challan or Demand Draft pertaining to EMD ii) Copy of PAN Card; iii) Proof of photo Identification and Address Proof (KYC) viz. self-attested copy of Voter ID Card / Driving License / Passport / Ration Card etc iv) Authorisation letter (if applicable).

18.17. After Registration (One Time) by the bidder in the Web Portal, the intending bidder / purchaser is required to get the copies of the following documents uploaded in the web Portal before the Last Date & Time of submission of the Bid Documents viz. i) Copy of the NEFT/ RTGS /Challan or Demand Draft pertaining to EMD ii) Copy of PAN Card; iii) Proof of photo Identification and Address Proof (KYC) viz. self-attested copy of Voter ID Card / Driving License / Passport / Ration Card etc. The bidder shall have to possess the Digital Signature Certificate (DSC) for participating in On-line bidding without which the Bid is liable to be rejected. UPLOADING SCANNED COPY OF TENDER FORM (as is given in Annexure-I) & Annexure –II (can be downloaded from the Web Portal: <https://www.matexauctions.com> & <http://tender.gov.in>) AFTER THE SAME IS DULY FILLED UP & SIGNED. In case the Bidder is a Company, a copy of the resolution passed by the Board of Directors authorizing the actual bidder to participate in the bidding on its behalf should also be submitted.

18.18. Please note that though Tender may be submitted by Offline mode as well as On-line as prescribed above , for participation in bidding only On-line mode i.e. E-auction has been adopted and for the same they shall have to Register with our service provider for E-auction i.e. [www.matexauctions.com](http://www.matexauctions.com) to obtain User Id & Password. Again after obtaining User Id & Password tenderer shall have to upload his Digital Signature Certificate (DSC) on web portal of service provider. FOR FURTHER CLARIFICATION

OR GUIDIENCE PLEASE CONTACT ON WEB PORTAL OUR SERVICE PROVIDER OR SRI D B DASH, TEL NO 08895377877 MOBILE NO: 09437284458/ ON E-MAIL ID [dash.bhubaneswar@matexnet.com](mailto:dash.bhubaneswar@matexnet.com) OR ANY OF THE BRANCHES OF LENDERS.

18.19. Tenders complete in all respects may be submitted in Off-line mode along with EMD and other enclosures in a sealed cover addressed to **Authorised Officer of HUDCO, Indian Bank, BOI (Assigner)/Edelweiss (Assignee) & PNB (Joint Lenders)** at **HUDCO Regional Office, 3<sup>rd</sup> Floor, Deen Dayal Bhawan, Ashok Nagar, Janpath, Bhubaneswar-751009**. It should reach to the designate place as mentioned above by courier/postal service or by hand on or before **12.12.2016 up to 04.00 P.M.** Since e-auction mode is adopted, tenderer may also submit complete particulars as indicated in clause No. 18.17.

18.20. The sealed cover shall be super scribed with the words "TENDER FOR PURCHASE SUBMITTED IN RESPONSE TO ADVERTISEMENT DATED 02/11/2016 FOR PROPERTY i.e **(Immovable and Movable Plant and Machinery-Movable properties)** of Jain Steel & Power Ltd. (details of which mentioned in the Annexure-II ).

18.21. **Submission of Tenders:** The sealed covers shall be submitted at the designated place before **06.00 PM. of 12.12.2016**. The sealed covers can either be hand delivered at the designated place or be sent by Post / courier. Tenders sent by post / courier will be considered only if the same is received at the designated place within the stipulated time and the date of posting / dispatch shall not be a proof of delivery. Tenders received after the stipulated date and time will not be considered. Since e-auction mode is adopted, tender form shall be submitted with complete particulars as indicated in clause No. 18.17.

**19. Withdrawal of tenders:** A tenderer may be permitted to withdraw the tender submitted by him at any time but not later than upto 04.00 pm of 13.12.2016 (applicable for submission of tender documents through e-mail). However request for withdrawal of the tender shall be made in writing by the tenderer himself and should be submitted at the designated place before the time limit fixed. The same applies to a Representative also.

**20. Tender opening:**

20.01 The received tenders will be opened on **14.12.2016 at 10:30 A.M.** in the e-auction mode by Authorised Officer of HUDCO, Indian Bank, BOI (Assigner)/ Edelweiss (Assignee) & PNB, (Joint Lenders or any other manner stipulated in the e-auction mode and its related terms and conditions enclosed with the bid form.

20.02. Subsequently, the intending bidders who have submitted their bid above the Reserve Price will be given an opportunity at the sole discretion of the Authorized Officer to have an *interse* bidding among themselves immediately on opening of the tenders on the same date through on-line mode.



**For the purpose, e-auction will be conducted on 14.12.2016 from 11.00 A.M. to 2.00 P.M. with auto time extension of 5 minutes each till sale concluded. The bid multiplier amount shall be Rs 10,00,000/- (Rupees Ten Lakh only) At that juncture, the floor price for interse bidding would be the highest price quoted at the time of opening of the tender / bid. The sale shall be conferred on the person making highest offer / tender / bid subject to confirmation by Secured Creditor. The undersigned reserves right to accept or reject the bid / tender without assigning any reason thereof. The tenders would be processed immediately at the office of the Seller and the successful bidder will be finalised. It shall be subject to confirmation by the Secured Creditor. Secured Creditor will confirm the sale only after ensuring that initial payment of 25 % of accepted bid price/ Sale Price is paid /deposited immediately ( i.e. on 14.12.2016 before 05:00 P.M.) by way of DD/ RTGS / NEFT / Account Transfer from Indian bank A/c only failing which the EMD amount remitted will stand to be forfeited.**

#### **21. E -auction:**

21.01. Digital Certificate is required to participate in the auction to be conducted in the website [www. matexauctions.com](http://www.matexauctions.com). For those who are not having Digital certificate, link is provided in the website [www.matexauctions.com](http://www.matexauctions.com). for purchase of the same or alternately may make their own arrangements for purchase of the same from other vendors. Normally Digital certificates are issued valid for a period of one year. FOR ANY ASSISTANCE MAY CONTACT SRI **Mr D B Dash, (Tel: +91-8895377877), Mobile: 09437284458; Sri S K Panda (Mob.: +91-9437010602), Sri. R.N.Prasad, Mobile No. +91-9437089488.**

21.02. Eligible bidders will be provided with user-id / password by the facilitator who had complied with the Terms and conditions of remitting EMD and submission of proof for KYC compliance including PAN details etc. Training in e-auction also will be provided to the eligible bidders by the facilitator. The eligible bidders are required to participate in the e-auction at the designated place website [www.matexauctions.com](http://www.matexauctions.com) using the user-id and password provided to them from the start time at the sole discretion of the Authorized Officer. At that juncture, the floor price for inter-se bidding would be the highest bid received through tenders / bid.

#### **22. Acceptance of Tender:**

22.01. The Seller is not bound to accept the highest bidder automatically, The Seller reserves the right to reject any or all the tenders without assigning any reasons thereof. The Seller reserves the right at his discretion to defer/cancel the tender process at any time or to call for fresh set of tenders or to withdraw, any or all the items listed in the schedule of property from sale.

22.02. As soon as tender cum auction process is finalised, the successful tenderer/ bidder will be informed on the same date i.e. 14.12.2016 through mail to e-mail address as furnished in TENDER FORM of the successful bidder to enable him to deposit 25% of the sale price immediately (i.e. on 14.12.2016 before 05:00 P.M.) as stated *supra*. Once the e-auction is completed and sale is conferred on the person making the highest offer / tender / bid, the successful bidder will be intimated by email, who has to remit 25% of the Accepted Bid Price/ Sale Price immediately (i.e. on 14.12.2016 before 05:00 P.M.) by DD / RTGS / NEFT / Account Transfer from Indian bank A/c failing which the EMD amount remitted will stand to be forfeited.

22.03. Sale is subject to confirmation by the Secured Creditor. Secured Creditor will confirm the sale only after ensuring that initial payment of **25 %** of Accepted Bid Price/ Sale price is paid/ deposited immediately (i.e. on 14.12.2016 before 05:00 P.M.) as stated *supra*.

22.04. The Earnest Money Deposit (EMD) of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be refunded. The Earnest Money Deposit shall not bear any interest. The successful bidder shall have to deposit 25% of the Accepted Bid Price/ Sale Price immediately ( i.e. on 14.12.2016 before 05:00 P.M.) after the acceptance of bid price by the Authorised Officer. Balance of the Accepted Bid Price / Sale Price shall be payable within 15 days of confirmation of Sale or he shall have option to deposit Bank Guarantee in lieu of the same. In case of default in payment by the successful bidder, the EMD deposited by such bidder shall be liable to be forfeited and the defaulting borrower shall have no claim/ right in respect of property.

22.05. The successful bidder shall have the option to pay the balance amount through a bank guarantee for the full amount or in multiples so that part bank guarantee would be released upon payment of equivalent amount. The bank guarantee shall cover the balance of the Accepted Bid Price including interest thereon @ 09.50% for the agreed period which shall not be more than six months from the date of Confirmation of Sale.

22.06 The successful bidders shall have option to lift the auctioned property only after payment in full the Accepted Bid Price/ Sale Price or deposit of BG in lieu of the balance price for the agreed period as mentioned above.

22.07 The auctioned property shall be put under joint security after payment of balance amount or BG in lieu of the same as the case may be for the purpose of watch and wards and cost of expenditure against security arrangements shall be born in equal proportion between creditors at one part and successful bidders at other.

22.08. No time extension for making the payment after the stipulated period will be granted nor shall the successful tenderer / bidder be allowed to make part payments by way of other than as stipulated *supra*.

22.09. Failure to deposit the balance of Accepted Bid Price within the stipulated time shall be construed as breach of the terms and conditions and hence the EMD paid by the successful tenderer / bidder shall be forfeited without any notice.

22.10. If the successful tenderer do not deposit **25%** of the Accepted Bid Price/ Sale Price immediately (i.e. on 14.12.2016 before 05:00 P.M.) on conveyance of acceptance through mail to mail address provided in Tender Form or fails to deposit balance price as mentioned above, it is open to the Seller to confer the sale on the second successful tenderer / bidder.

22.11. If the Seller decides to accept the tender of the second successful tenderer/ bidder, either upon failure of the successful tenderer / bidder or otherwise, the same shall be intimated to the second successful tenderer / bidder. The terms and conditions regarding deposit of balance amount, forfeiture as stated shall apply *mutatis mutandis* to the second successful tenderer / bidder also.

22.12. Upon breach by the successful tenderer / bidder or, in case of acceptance of tender / bid of the second successful tenderer / bidder, upon his breach, the Seller may decide to sell the property by calling for fresh tenders or through private sale or otherwise.

22.13. If the e-auction fails owing to any technical snag etc., the same may be rescheduled by issuing 7 days prior notice.

22.14. The EMD given by the tenderers other than the Successful Tenderer / bidder and / or the second successful tenderer / bidder, shall be returned to them by post within a reasonable time.

### **23. Transfer of property:**

23.01. On confirmation of sale by the Secured Creditor and upon payment of the full amount of Purchase Price, the Authorised Officer will execute the Sale Certificate in favour of the Purchaser. The successful Bidder shall bear the applicable legal/incidental expenses like stamp duties / additional stamp duty / Registration charge, fee etc. and also all the statutory / non-statutory dues, taxes, rates, assessment charges, fees etc. owing to anybody. The bidders are advised to make their own enquiries as regards any statutory dues / taxes etc. in respect of the property put to auction and the taxes applicable in the State of Odisha shall be borne by the successful bidder.

23.02. It will be the responsibility of the Purchaser to take all steps necessary for registration of the sale certificate.

23.03. The cost towards transfer fee, expenses, charge etc incurred towards stamp duty etc and any other expenses will be borne by the Purchaser. The Seller will not bear any expenses whatsoever nature.

23.04. It will be the responsibility of the Purchaser to pay all taxes / charges or any other charges demanded by any authority in respect of the property under auction after the acceptance of the tender, even if it pertains to prior period.

23.05. It will be responsibility of the Purchaser to deal with claims / disputes or litigation if any relating to the property, its use or otherwise after acceptance of the tender and shall meet such claims for charges, penalty, damages etc. at his own cost. The Seller will not accept any claim or responsibility on this account and shall not be held accountable for this and shall not be asked to pay / reimburse any amount in this regard.

23.06. In token of having read, understood and accepted the terms and conditions, the tenderer, or his representative, as the case may be, shall affix his full signature at the end of each page of the tender document. Wherever applicable, the office stamp shall also be affixed along with the signature.

**24. The Authorised Officer of Joint Lenders, has the absolute right to accept or reject any or all the bids / offer(s) or to adjourn / postpone / cancel the e-Auction without assigning any reason thereof.**

Place : Bhubaneswar

Date : 02.11.2016



## Annexure - I

### TENDER FORM

To

Authorised Officer of HUDCO, Indian Bank, BOI (Assigner)/Edelweiss (Assignee) & PNB (Joint Lenders)

Dear Sir.

**Sub: A/c of M/s. Jain Steel & Power Ltd.- submission of Tender for purchase of Plant and machinery**

**Ref: Your advertisement on dated 02.11.2016 in 'Business Standard (English)' and 'Dharitri (Odiya).**

I / We submit my / our tender for purchase of Movable assets such as plant & machineries offered by you on outright sale basis , which is on 'As is where is and As is what is' basis. I / we furnish the necessary details as below:

1	Name of Tenderer	
2	Constitution*	
3	Address and telephone number for communication	
4	Name, Address and telephone number of contact person, If any for communication & <b>E-MAIL ADDRESS</b>	
5	Description of Property/item for which tender is submitted	
6	Tender amount in figures-Rs. In words-Rupees.	
7	EMD	
8	Details of EMD payment	DD/RTGS/NEFT/Account Transfer and/or any other acceptable mode of money transfer without time lag-preferably by RTGS/NEFT" Date: Issued by: On : Favouring :

# Mention Individual / HUF / Proprietary Concern / Partnership firm / Private Limited Company / Public Limited Company I/ we have read and understood the terms and conditions of sale and verified the other particulars regarding the property being offered for sale through this tender. I / We have further understood that the sale is being made

on 'As is where is and As is what is' basis and also without any representations and warranties from the Bank on encumbrances, statutory liabilities etc. I / we have signed the tender document as required therein. I / we agree to abide by the terms and conditions for sale. I / we have enclosed all documents as required to be submitted along with this tender. I / we, am / are fully aware and agree that the Seller shall have the sole right either to accept or reject the tender without assigning any reason.

Yours faithfully,

Signature of the Tenderer

Witnesses:

1. Signature, Name & Address

2. Signature, Name & Address

NOTE: Please read the terms and conditions for sale of the property as mentioned in the tender document before filling up and submitting the tender. Furnish correct and complete information. Furnishing incorrect / false information relating to any fact and / or failure to enclose any required document, which may materially affect the selection of the tender, may cause the tender to be rejected. Whether any such fact /information is material or not, is subject to the facts and circumstances of the case and shall be decided by the Seller at his sole discretion which shall be final and binding.

## **Annexure - II**

<b>Description of hypothecated Movable(plant and Machinery) assets for auction</b>	<b>Reserve Price (in crores)</b>	<b>EMD (in crores)</b>	<b>Prior Encumbrance</b>
DRI and Raw Material Handling system (RMHS), Captive Power Plant (CPP), Electrical Installed Equipments of M/s Jain Steel & Power Ltd situated near Mouza- Durlaga in Jharsuguda	Plant & Machineries (movable properties) Reserve Price Rs. 20.00 Crs. (Rupees Twenty Crores only ).	Plant & Machineries (movable properties) EMD Amount Rs. 02.00 Crore (Rupees Two Crore only).  Bid Increase amount Rs. 10 lakhs (Rupees Ten lakhs only) or its multiple/s	NIL
Date and time of sale ( e- auction)	<b>Date:- 14.12.2016 Time 11.00 AM to 2.00 P.M. with auto time extension of 5 minutes each till sale concluded.</b>		
Last date and time for submission of tender through e-auction mode	<b>12.12.2016 Upto 06.00 P.M.</b> <b># Please note to deliver original of DD (if applicable)/ receipt of NEFT/ RTGS along with signed copy of Tender documents including Annexures, KYC documents, copy of PAN card, Authorisation letter (if applicable)</b> <b># Since the auction is on-line mode hence uploading of only signed copy of PAN, KYC, Authorisation letter (if applicable) along with receipt of NEFT/ RTGS or copy of DD should be ensured.</b>		
Tender form availability	On website <a href="http://www.matexauctions.com">www.matexauctions.com</a> / <a href="http://www.tenders.gov.in">www.tenders.gov.in</a> and web-site portal of lenders from <b>02.11.2016 to 12.12.2016.</b>		
Date of Inspection of properties & documentation.	<b>10.11.2016 to 25.11.2016</b> at his expense between <b>11.00 am to 4.00 pm</b> with prior appointment as mentioned below. Inspection of documents etc. can be also seen by intending tenderers from 28.11.2016 to 30.11.2016 <b>between 11.00 am to 4.00 p.m. at HUDCO Regional Office, 3<sup>rd</sup> Floor, Deendayal Bhawan, Ashok Nagar, Janpath, Bhubaneswar.</b> Contact Sri Kumar Sanat Singh, Chief Manager / Branch Manager, PNB, Jharsuguda , <b>Mob No +91-97714610207, +91-7894466312, Phone : 06645-272652 email Id- <a href="mailto:bo2218@pnb.co.in">bo2218@pnb.co.in</a></b>		
A/c details for EMD payment	<b>The interested bidders shall submit their EMD (as mentioned above) through Demand Draft in favour of “ M/s JAIN STEEL &amp; POWER Ltd -SARFAESI ACTION” payable at Bhubaneswar OR credit the amount through NEFT / RTGS in the following joint Account: (a) Name of the A/c: ‘M/s JAIN STEEL &amp; POWER Ltd -SARFAESI ACTION’ Current Account No. 6341941152 maintained with Indian Bank, Main Branch, Ashok Nagar, Bhubaneswar , IFSC Code IDIB000B024. (Please note that Cheques shall not be accepted as EMD</b>		

**\*\*Bidders are advised to visit the website [www.matexauctions.com](http://www.matexauctions.com) of our e-auction service provider M/s. Matex Net Pvt Ltd. for auction bid form and detailed terms and conditions which are annexed to the bid form. The helpline No. to get assistance during the entire process is Mr D B Dash, (Tel: +91-8895377877/ +91-9437284458).**



For further details regarding inspection of the properties, verification of documents etc, the intending bidders may contact the Authorized Officer of HUDCO, Indian Bank, BOI (Assigner)/Edelweiss (Assignee) & PNB, (Joint Lenders), Bhubaneswar during office hours by phone 0674-2536287, Mob.No. +91-9437010602/ +91- 9771461027/ +91-9437089488 and E-mail Id- hudconiwassbsr@gmail.com

Place : Bhubaneswar

Date- : 02.11.2016

Authorised Officer

HUDCO, Indian Bank, BOI  
(Assigner)/ Edelweiss (Assignee)  
& PNB, (Joint Lenders),

**Seal & Signature of Tenderer**

# TENDER DOCUMENT

A/C of M/s. Jain Steel & Power Limited  
With  
HUDCO, Indian Bank, BOI (Assigner)/Edelweiss (Assignee) & PNB  
(Joint Lenders)

## TENDER/BID DOCUMENT FOR SALE (Including for e-auction)

The Authorized Officer of HUDCO, Indian Bank, BOI  
(Assigner)/Edelweiss (Assignee) & PNB (Joint Lenders)

<b>Availability of Tender Forms at HUDCO Regional Office, 3<sup>rd</sup> Floor, Deendayal Bhawan, Ashok Nagar, Janpath, Bhubaneswar – 751 009.</b>	<b>02-11-2016 to 12-12-2016 (10:00 A.M. to 04:00 P.M.) Except on Saturday, Sunday and other Government Holidays.</b>
<b>Submission of Tender Documents at above address</b>	<b>On or before 12-12-2016 up to 06:00 P.M. (Hard Copy)</b>
<b>Withdrawal of Tender Documents</b>	<b>On or before 13-12-2016 up to 04:00 P.M.</b>
<b>Opening of Tender Documents at Indian Bank, Zonal Office, Sahid Nagar, Bhubaneswar.</b>	<b>14-12-2016 at 10.30 A.M.</b>
<b>Date of E-auction.</b>	<b>14-12-2016 (11:00 A.M. to 02:00 P.M.)</b>