

UDUPI POWER CORPORATION LIMITED

**2 x 600 MW Thermal Power Plant, Yelluru Village, Pilar Post,**

**Padubidri, Udupi Dist. 574113, Karnataka**

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|  e- AUCTION-General Terms & Conditions |

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| **Auction Date** |  |
| **Auction Venue** | [www.adaniportal.com](http://www.adaniportal.com) |
| **Auction Time** |  |
| **Contact** | Sh. Riju Krishnan - 9513945238  |

##### GENERAL TERMS AND CONDITIONS

##### FOR

##### SALE OF FLYASH

 **Definition:**

“Seller” means “Udupi Power Corporation Limited (UPCL)”, 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. **Scope of Work**

**The detailed scope of work of Buyer shall be as follows:**

* + 1. To provide fly ash lifting plan on fortnightly basis and to deploy sufficient nos. of bulkers (hereinafter called the “Transportation Vehicle”) at Purchaser cost, to lift fly ash.
		2. To provide sufficient insurance coverage to its transportation vehicle and take suitable transit insurance for transportation of fly ash from Seller’s loading facility up to destination.
		3. To ensure the quality parameters at the time of taking delivery of fly ash.
		4. To follow all safety measures, security instructions & to perform all required documentation at designated gate for entry of the transportation vehicle inside the Seller’s premises. The buyer shall ensure that their transporting staff wearing helmets, Reflecting Jacket safety shoes and tight clothes and other necessary PPE’s while moving insider the plant premises.
		5. The transport vehicle shall have 2 stopper (Gutka) and same shall be strictly used when vehicle is stopped inside Plant area.
		6. To provide end use details of fly ash lifted along with evidence like certification from end user, payment certificate, bills, etc. on monthly basis.
		7. To ensure proper coordination with Seller for lifting fly ash as per agreed schedule, not hampering the normal operations of Seller’s power plant.

**The detailed scope of work of Seller is as follows:**

* + 1. To supply fly ash to the Purchaser on “as is where Ex-UPCL site” basis.
		2. To provide access to the fly ash loading facility through Seller’s defined road route & deliver fly ash on ex-power plant basis (hereinafter called the “Delivery Point”),
		3. To provide weighbridge facility inside the power plant for gross & net Weighment of transportation vehicle.
		4. Only closed bulker will be allowed at Seller’s premises for loading of fly ash.
		5. To use all reasonable endeavors to provide fly ash. However, Seller shall not have any liability either direct or consequential in the event of Seller not able to supply fly ash during the currency of the sale order due to force majeure or reasons beyond its control.
	1. **Auction Result:**
	2. Auction Result will be shown immediately after closure of the particular lot on e-Auction screen to the highest bidder (Rank-1) only.

* 1. **Payment & Delivery**

**Details as per attached Item list (Annexure- “C”).**

1. Materials must be removed after making payment with all Goods & Services Tax (GST) & TCS (if applicable) as per Sale Order and schedule mentioned in clause no. 4.1 above**,** failing which clause no. 10.0 and 11.0 of the General Terms and Conditions of the sale will be applicable.
2. All payments are to be made by **RTGS/DD of Nationalized Banks** only payable at **Nandikur** favoring **UDUPI POWER CORPORATION LIMITED.**
3. Purchaser 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. Loading of the material on bulker will be done by the Purchaser at their own risk & cost and under their supervision at the Site.

* 1. **Removal of Materials:**
1. It will be Purchaser’s responsibility to weight the empty bulker at the Seller’s weigh bridge.
2. All the consignments must be weighed even if they are sold on lot basis for Seller’s record if required.
3. In order to facilitate the Seller to complete the transaction before 5.00 p.m. the goods should be collected before 4.30 p.m. on any working day with prior appointment with the concerned Department within the stipulated delivery days.
	1. **Decision in case of disputes :**
	2. 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.
	3. 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.
	4. Only the appropriate Court in Ahmedabad will have Jurisdiction to deal with any disputes arising out of the Contract or as suggested by the Seller.
	5. **Right of Acceptance / Rejection of offer :**
4. 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.
5. 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
6. 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.
	1. **Termination of Contract :**
7. Non-receipt of acceptance of the Sale order within Seven (07) working days from the release date of Sale Order.
8. Unsatisfactory execution or performance of the Contract by the Purchaser.
9. For improper behavior of the Purchaser or breach of the terms and conditions of the Contract.
10. 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 laborers 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 Earnest Money Deposit at its sole discretion.
	1. **Force Majeure :**

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 the Contract. Neither of the Parties to the Contract shall claim compensation for the loss thus incurred.

* 1. **Passing of Property In the Goods :**

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.

* 1. **General:**
	2. GST & TCS (if applicable) or any other taxes as applicable under the relevant Act will be charged extra at the rate prevailing at the time of delivery.
	3. All bulkers, handcarts, 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.
	4. 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.
	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.
	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.
	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.

**12 Taxes and Duties:**

All government taxes GST at present mentioned applicable as per Govt. Statutory Norms TCS 1% (if applicable) will be extra in Purchaser scope.

**ANNEXURE – “A”**

**Registration for participating at UPCL e-Auction**

**[Incomplete forms will not be accepted. This Form to be printed on Company’s Letter-Head)**

 Date:

**M/s Udupi Power Corporation Limited**

**Yelluru Village, Pilar Post, Padubidri,**

**Udupi Dist. 574113, Karnataka.**

Dear Sir

**Sub: Request to activate Login for participating in the e-Auction to be held on behalf of UPCL on (Date)**

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

Please find details as under:

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| --- | --- |
| 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: 15-16: 16-17:  |
| Companies you buy Flyash from |  |

**Signature with rubber stamp**