ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

VIDYUT SOUDHA:: VIJAYAWADA

eAuction No.Dr.NTTPS,Stg-IV-CMR/20595

E- AUCTION through GOAP e-auction portal(https://konugolu.ap.gov.in)

OF

COAL MILL REJECTS

AT

Dr. Narla Tata Rao Thermal Power Station, STAGE-IV.

SUPERINTENDING ENGINEER
(COAL&FO)
VIDYUTSOUHDA, VIJAYAWADA-04
ANDHRA PRADESH
Ph: 0866-2526112,FAX: 0866-2526139
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## Summary Sheet

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<th>SNo</th>
<th>Item Description</th>
<th>Details</th>
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<tr>
<td>(1)</td>
<td>Scope of the work</td>
<td>Purchase, Collection and lifting of around 7,000 MT of COAL MILL REJECTS accumulated as on sale order issued and accumulating for a period of 12 months from the date of issue of sale order in the premises of Dr. Narla Tata Rao Thermal Power Station, Stage-IV on ‘as is where is basis’.</td>
</tr>
<tr>
<td>(2)</td>
<td>Reserve/Open price:</td>
<td>Rs:600/- per MT inclusive of GST Compensation cess @ Rs.400/- Per MT and exclusive of GST @ 5%, income tax &amp; any other statutory taxes/duties etc., However, if GST compensation cess is withdrawn by the competent authority in future, the base prices of the ‘coal mill rejects’ will be increased proportionately.</td>
</tr>
</tbody>
</table>
| (3) | Pre-Qualification requirements                           | 1. **Solvency Certificate** issued by reputed scheduled Bank for an amount of Rs:7,00,000/- (Rupees Seven Lakh Only.)  
2. **The Pre-Bid EMD** for an amount of Rs. 84,000/- (Rupees Eighty Four Thousand Only) i.e 2% of estimated value shall be payable to M/s. APTS e-payment gateway by RTGS/NEFT. The bidder(s) shall furnish the pre-bid EMD to M/s. APTS e-payment gateway by RTGS/NEFT. GST registration number and solvency certificate along with bidder’s certificate to APGENCO/ M/s. Vupadhi Techno Services Pvt. Ltd to participate in the e-auction. Please note that the Cheques/Demand Drafts are not acceptable as Pre-Bid EMD. |
| (4) | AUCTION TO BE CONDUCTED on                               | GOA.P e-auction portal(https://konugolu.ap.gov.in)                                                                                                                                                      |
| (5) | Due Dates                                                 | (a) Availability of eAuction Specification for download from KONUGOLU website From 06.08.2019 to 19.08.2019 upto13.00Hrs  
(b) Inspection Starting and ending date & time 06.08.2019 To 19.08.2019 upto13.00Hrs.  
(c) Closed date & time for uploading documents. 19.08.2019@ 13.00Hrs.  
(d) Start Date &Time of Eauction From 13:00 to 16:00 hrs on 20.08.2019. |
| (6) | Cost of tender Specification                             | Free                                                                                                                                                                                                   |
| (7) | Approximate value                                         | Rs.42,00,000/- inclusive of GST compensation Cess@Rs.400/- per MT and Exclusive of all taxes, duties and incidentals etc for a qty of 7,000MT coal mill rejects. |
| (8) | Compulsory Security Deposit to be submitted by the Successful Bidder | 5% (Five percent) of the total(H1) Quoted price.                                                                                                                                                       |
| (10) | Opening price for the purchase of Category coal mill rejects | Rs:600/- per MT inclusive of GST Compensation cess @ Rs.400/- Per MT and exclusive of GST@5%, income tax & any other statutory taxes/duties etc. However, if GST compensation cess is withdrawn by the competent authority in future, the base prices of the ‘coal mill rejects’ will be increased proportionately. |
| (11) | Registration Fee | Registration fee: The participating bidders shall pay a transaction fee of Rs. 1000/- plus GST to M/s. APTS e-payment gateway by RTGS/NEFT. |
| (13) | Pre-qualification requirements: Documents to be uploaded. | 1. Requisite Pre-Bid Earnest Money Deposit Rs.84,000/- (Rupees Eighty Four Thousand Only) i.e 2% of estimated value shall be payable to M/s. APTS e-payment gateway by RTGS/NEFT. 2. Bidder’s Certificate (as per the format enclosed) on his own Letter Head, duly filled in, signed and stamped. 3. Solvency Certificate issued by reputed scheduled bank, for an amount of Rs: 7,00,000/-. 4. Copy of GST Registration Certificate. |

Superintending Engineer (Coal & FO) APGENCO, VIDYUT SOUDHA, Vijayawada-04.
Technical Schedule

1.0 PROJECT DETAILS:
Dr. Narla Tata Rao Thermal Power station Dr. NTTPS, Stg-IV is located in Ibrahimpatnam, Vijayawada in Krishna Dist, A.P.

2.0 SCOPE OF WORK & QUANTITY:

<table>
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<tr>
<th>S. No.</th>
<th>Item Description</th>
<th>Total Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Sale of Coal mill rejects available in the Premises of Dr. NTTPS, Stg-IV accumulated as on sale order issued and accumulating for a period of ONE YEAR from the date of issue of sale order on ‘As Is Where Is Basis’ from the bunker/reject yard.</td>
<td>7,000 MT (approx.)</td>
</tr>
</tbody>
</table>

The quantity indicated above, is only an approximate figure, and is subject to variation.

3.0 PRICES:
Prospective bidders/buyers shall be bid in G.O.A.P e-auction “KONUGOLU” portal for the entire quantity of mill rejects accumulated as on sale order issued and to be accumulated for a period of ONE year from the date of issue of sale order from the bunker/hopper/reject yard of Dr. NTTPS, Stage-IV. **The Quoted Unit Rate (Rate/MT) is inclusive of GST compensation cess @Rs.400/- Per MT and shall be exclusive of all statutory taxes/duties etc, which shall be paid extra as applicable,** and shall hold good, irrespective of variation in Quantity.

However, if GST compensation cess is withdrawn by the competent authority in future, the base prices of the ‘coal mill rejects’ will be increased proportionately.

4.0 PERIOD OF CONTRACT:
12 months period from the date of issue of sale order(Inclusive of ground rent period).

5.0 Base PRICE:
Base price for coal mill rejects is Rs. 600/- per MT inclusive of GST compensation cess@Rs.400/- Per MT and exclusive of GST@5%, income tax & any other statutory taxes/duties etc and portable service charges. The prices quoted by the tenderers shall be more than the above base prices.

**Note:** The bidder shall register in G.O.A.P KONUGOLU portal to participate in e-auction and the Registration fee of Rs.1000/- PLUS GST shall be submitted to M/s. APTS e-payment gateway by RTGS/NEFT.

6.0 Pre-Bid EARNEST MONEY DEPOSIT
Pre-Bid Earnest Money Deposit for an amount of **Rs 84,000/- (Rs. Eighty Four Thousand only)** shall be submitted to M/s. APTS e-payment gateway by RTGS/NEFT.

7.0 PRE QUALIFICATION e-AUCTION DOCUMENTS:
The following scanned documents shall be uploaded in G.O.A.P e-auction portal(https://konugolu.ap.gov.in) as per the date and time mentioned.
i. **Requisite Pre-Bid Earnest Money Deposit,** as mentioned vide clause No.(7) above.

ii. **Bidder’s Certificate** (as per the format enclosed) on his own Letter Head, duly filled in, signed and stamped.

iii. **Solvency Certificate** issued by reputed scheduled bank, for an amount of Rs: 7,00,000/-.

iv. **Copy of GST Registration Certificate.**

**Note:**

(a) Prospective bidders/buyers are requested to download the auction documents in G.O.A.P e-auction portal(https://konugolu.ap.gov.in) and read all the terms and conditions mentioned in the auction Document. Any clarifications shall be sought from the auctioning Inviting Authority, prior to e-auction date.

(b) It is the responsibility solely of the Bidders/Buyers, to keep track of any changes by viewing the Addendum/Corrigenda issued by the Tender Inviting Authority, from time to time, in the ‘KONUGOLU’ e-auction website. The Department calling for auctions shall not be responsible for any claims/problems arising out of this.

8.0 **OPENING of pre-qualification documents:**

The uploaded pre-qualification e-auction documents as mentioned at clause (7) will be scrutinized on the same date of receipt of pre-qualification scanned documents by the APGENCO/M/s. Vupadhi Techno Services Pvt Ltd for acceptance whether prescribed amount of Pre-Bid EMD and certificates. Those whose pre-qualification documents are found acceptable by APGENCO/M/s.Vupadhi Techno Services Pvt Ltd, such bidders/buyers are only being allowed to participate in auction.

However APGENCO reserves the right to take any decisions on qualifying the Bidders, without assigning any reason.

9.0 **PROCEDURE OF AUCTIONING through G.O.A.P KONUGOLU portal:**

(i) **LOG IN NAME & PASSWORD:**

Each Bidder is assigned a Unique User Name & Password in G.O.A.P e-auction portal (https://konugolu.ap.gov.in) along with Digital Signature Certificate(DSC) by M/s. Vupadhi Techno Services Pvt. Ltd. The bidders are requested to change the Password after the receipt of initial Password from M/s. Vupadhi Techno Services Pvt. Ltd. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

**Note:** Probable bidders are required to visit Dr.NTTPS, APGENCO site to inspect the coal mill rejects before e-auction date.

(ii) **AUCTION TYPE:**

Forward (No Ties) {Forward Auction}: APGENCO will declare its base price, which shall be visible to all auctioneers during start of the forward auction. Bidders/buyers shall be required to start bidding from this base price.
(iii) **VISIBILITY TO BIDDER:** The Bidder/buyer shall be able to view the following on his screen along with the necessary fields during Forward – No ties Auction:

- Opening date and time
- Closing date and time
- Item number
- Item name,
- Quantity and unit of measurement
- Effective Price or basic price, if any
- Your bid in Rs./MT
- Bid history

(iv) **BID INCREMENT:** The minimum Bid increment of Rs. 1/- Per MT. The bidder can bid more than the Highest Bid in the auction by a increment, multiple of the minimum Bid increment.

(v) **DURATION OF AUCTION:** The duration of Auction will be for THREE HOURS. If somebody is bidding just before 5 minutes of Auction closing the Auction will get extended for another 5 minutes.

(vi) **HIGHEST BID OF A BIDDER:** After the completion Forward Auction (no ties), the Closing Price (CP) shall be available. The highest bid rate in the auction will be treated as the highest offer for sale of coal mill rejects. GST@5%, income tax & any other statutory taxes/duties etc., as applicable shall be payable extra over this rate.

(vii) **AUCTION WINNER:** As soon as the auction is complete, sale intimation statement generated by system will be issued to successful bidder by the M/s. Vupadhi Techno Services Pvt. Ltd/ APGENCO. M/s. Vupadhi Techno Services Pvt. Ltd will be forwarding the pre-bid EMD along with a list of successful bidders with bid sheet to the APGENCO. Subsequently, APGENCO/M/s. Vupadhi Techno Services Pvt. Ltd. Will be issued the sale order to the successful bidder giving details of LOT, payment details in special and general terms etc.

The H1 bidder will be given time for making installment payment as per the terms and conditions.

(viii) **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder in e-auction cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not execute the work as per the rates quoted in e-auction, APGENCO shall take action as appropriate in addition to forfeiting of pre-bid EMD.

(10) **OTHER TERMS & CONDITIONS:**

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of APGENCO to any other party.
- APGENCO’s decision on award of sale order shall be final and binding on all the Bidders.
- APGENCO along with M/s. Vupadhi Techno Services Pvt. Ltd. can decide to extend, reschedule or cancel any Auction. Any changes made by APGENCO and/or M/s. Vupadhi Techno Services Pvt. Ltd. after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- M/s. Vupadhi Techno Services Pvt. Ltd. shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. M/s. Vupadhi Techno Services Pvt. Ltd. is not responsible for any damages, including damages that result from, but are not limited to negligence. M/s. Vupadhi Techno Services Pvt. Ltd. will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- In addition to APGENCO’s special and general terms and conditions, other conditions available in G.O.AP e-auction portal(https://konugolu.ap.gov.in) shall also be applicable.

**Note:**

(i) APGENCO reserves the right to cancel this Auction, without assigning any reasons.

Superintending Engineer (Coal &FO)
APGENCO, VIDYUT SOUDHA,
VIJAYAWADA - 520004.
ANNEXURE-I
SPECIAL TERMS AND CONDITIONS

(I) Pre qualification criteria:

(a) Solvency certificate for an amount of Rs. 7,00,000/- (Rupees Seven lakh only) issued by reputed scheduled bank.

(b) The Pre-Bid EMD for an amount of Rs. 84,000/- (Rupees Eighty Four Only) i.e. 2% of estimated value shall be payable to M/s. APTS e-payment gateway by RTGS/NEFT.

The bidder(s) shall furnish the pre-bid EMD to M/s. APTS, GST registration number, solvency certificate along with bidder’s certificate to APGENCO/M/s. Vupadhi Techno services Pvt. Ltd to participate in e-auction. Please note that the Cheques/Demand Drafts are not acceptable as Pre-Bid EMD.

(II) Special terms and conditions:

(a) Material Description: Coal Mill Rejects of Dr. Narla Tata Rao Thermal Power Station (Dr. NTTPS, Stage-IV) from the bunker/reject yard etc.

(b) Estimated Quantity: 7,000MT.

(c) Scope: Purchase, Collection & Removal of Coal Mill Rejects accumulated as on sale order issued and accumulating for a period of 12 months from the date of issue of sale order issued in the premises of Dr. NTTPS, Stage-IV from the bunker/reject yard etc. on as is where is basis.

(d) Reserve price/Upset price: Rs. 600/- PMT (Rs. Six Hundred Only) inclusive of GST compensation cess@Rs.400/- Per Mt and exclusive of GST @5%, income tax & any other statutory taxes/duties etc.

However, If GST Compensation Cess is withdrawn by the competent authority in future, the base price of the 'Coal Mill Rejects' will be increased proportionately.

(e) Parameters for auction:

Mode of e-auction: single, fixed Lot
Estimated Quantity: 7,000MT.
Reserve price: Rs. 600/- PMT (Rs. Six Hundred only) inclusive of GST compensation cess@Rs.400/- Per Mt and exclusive of GST @5%, income tax & any other statutory taxes/duties etc.

However, If GST Compensation Cess is withdrawn by the competent authority in future, the base price of the 'Coal Mill Rejects' will be increased proportionately.

Minimum Incremental Price: Rs. 1/- PMT.
Pre-bid EMD: Rs. 84,000/- (Rupees Eighty Four Thousand Only) i.e. 2% of estimated value shall be payable to M/s. APTS e-payment gateway by RTGS/NEFT.

(f) Security Deposit(SD):

(i) The Successful Bidder has to pay 5% of the total Sale Order value towards Security Deposit, within Ten Days from the date of issue of Sale Intimation letter by APGENCO/M/s. Vupadhi Techno Services Pvt Ltd. The EMD submitted through e-payment gateway along with the Bid, will be adjusted towards part of the SD and the balance SD amount shall be submitted by way of a gate way e-payment through RTGS.
The beneficiary details are furnished hereunder for making transactions to issue sale order.

**Name of the account holder:** “Senior Accounts Officer, O&M, Dr. NTTPS”.
**Account No.:** 52018458160
**IFSC code:** SBIN0020779.
**Name of Bank:** State Bank Of India.
**Branch name and address:** VTPS branch, Ibrahimpatnam, Krishna (Dt). A.P.

(ii) The security deposit will be refunded on application after complete execution of this sale order to the satisfaction of APGENCO and after payment of all charges due to APGENCO including penalties, if any APGENCO will be at liberty to recover any amounts due, including penalties, ground charges, transport charges etc if any from the Security Deposit amount. No interest charges will be paid on the Security Deposit held by APGENCO, even if there is delay in refunding the amount. The Security Deposit shall be forfeited for breach of any terms and conditions. No correspondence on this score will be entertained.

**g) Period of contract:** 12 months from the date of issue of sale order inclusive of ground rent period.

**h) Payment schedule:**
(i) Total Sale Order amount shall be paid in **Eight (8) installments** of sale order value, together with applicable GST tax, income tax and other levies, if any, each time, for delivery of proportionate quantity of mill rejects. The beneficiary details are furnished hereunder for making RTGS/NEFT payment to issue release orders.

**Name of the account holder:** “Senior Accounts Officer, O&M, Dr. NTTPS”.
**Account No.:** 52018458160
**IFSC code:** SBIN0020779.
**Name of Bank:** State Bank Of India.
**Branch name and address:** VTPS branch, Ibrahimpatnam, Krishna (Dist, A.P.)

(ii) **First installment quantity** shall be paid within **10 days** from the date of issue of sale order. Subsequent installments shall be paid well in advance so that there is no interruption in clearing of available material. For delay in payment beyond the permitted time, Corporation shall charge interest for every week or part thereof, delay @ 18% per annum on the amount/installment not paid in time.

(iii) If any amount paid by the Purchaser is in excess of the Purchase value of Coal Mill Rejects lifted, such excess amount will be adjusted towards cost of further deliveries. No interest will be paid to the Purchaser, on such amounts, under any circumstances.

(iv) In case the successful Bidder fails to make the stipulated initial payment, within **10 days** of date of issue of the Sale Order, the Chief Engineer (O&M)/Dr. NTTPS will be entitled, to recover/encash the security deposit and resale the coal mill rejects by any other means and also to recover short fall amount from such sale, along with the expenses of such sale, from the defaulting successful bidder(s).
(v) Payments once made will not be refunded. It is the responsibility of the Purchaser to ensure that he/she makes the payments sufficiently in advance, so that he/she has sufficient time to lift the materials.

(i) **Conditions of Delivery/Lifting:**

(i) The coal rejects are to be collected directly from the hopper/bunker, ground/yard in time as shown by the DE/ BM/ Stage-IV within the premises of Dr. NTTPS, so that normal operation in the unit is not adversely affected.

(ii) The coal rejects should not be dumped either in the Power house compound or in the colony area or by the side of the roads. The bidder shall ensure that the work shall not cause any nuisance to the public or any pollution problems to the environment. In case of failure on part of the Purchaser to meet this obligation, APGENCO reserves the right to engage other agencies, to clear the rejects and transport the same to such locations within the Power Station Premises, as it deems fit. All expenditure incurred on account of the same shall be borne by the Purchaser, and will be recovered from the payments made by the Purchaser, before arriving at the quantities for which Release Orders have to be issued.

(iii) Weighment taken by the weigh bridge available at Dr. NTTPS shall be adopted as final and no dispute on this account will be entertained.

(j) **Slow Progress/Delay in Execution of Work**

If the purchaser continues with the slow progress/delay in execution of work in the transport of Coal Rejects in spite of the notice given to him by SE/ O&M/ Stage-IV/ Dr. NTTPS and or his representative, APGENCO may, at its option, arrange for transport of the Coal Rejects departmentally, or through any other agency. In such a case, the additional cost incurred for transport, storage etc of such quantities of Coal Rejects will be recovered from the purchaser.

(k) **Default in lifting the mill rejects by the purchaser:**

(i) The Purchaser shall lift the entire material within the lifting period from the date of Release orders. The performance of the purchaser shall be reviewed on each release order installment quantity basis. In case of delay in removing/lifting within the lifting period, ground rent shall be payable by the Purchaser @1% of the value of un-lifted quantity/value for delay of every week or part thereof subject to a maximum of 5% of the value of sale order. The maximum period allowed for lifting the materials as such should be limited to lifting period mentioned in release order free time plus 5 weeks period allowed with payment of ground rent.

(ii) If the penalty (i.e towards ground rent charges, interest charges for late payment and transportation charges for conveyance of mill rejects to yard) is not paid by the purchaser, release order will be issued on pro-rata basis(quantity) duly recovering the above penalty with applicable taxes and duties.

However, if the purchaser lifts the total quantity within sale order period, the penal ground rent charges collected in the release orders if any, will be refunded at the end of contract.

(iii) Any failure to comply with this requirement shall entail the forfeiture of all amounts paid, including Security Deposit and the Corporation, without prejudice to its other rights, will be free to dispose off the materials under subject at the risk of the Purchaser.
(l) **Quantity variation:**

The quantity is approximate/indicative, which in actual may turn out to be more or less than the indicated quantity. In case the actual quantity is found less than the indicated quantity after completion of lifting by the purchaser, Purchaser shall not be entitled to claim any damages, loss of interest or compensation or for any other account, but shall be entitled to proportionate refund towards the cost of materials Undelivered only. The corporation reserves the right to vary the quantity upto +/- 25% specified in Schedule of rates before or after issue of sale order/ release order.

(m) **Insurance:**

The successful purchaser should take a Group Insurance Policy, to cover accident risk for the labour employed by him, for the full period of contract and for the entire area of the Power Station. The insurance policy shall be produced to the Chief Engineer, O&M, Dr.NTTPS. APGENCO shall not be responsible, in anyway, for any loss or damage incurred, to the Purchaser’s equipment or vehicle, any injuries sustained by the purchaser, his agents and other persons engaged by him to carry out this contract. APGENCO will not be held responsible towards payment of compensation for those who get involved in the accident.

(n) **Labour Conditions:**

The purchaser shall abide by all applicable labour laws and shall be fully responsible for implementing all statutory provisions that are enforced from time to time. APGENCO will not be responsible for any liability that may arise under statutory provisions of various acts of the central and state governments that are in force, in respect of persons engaged by the contractor, for execution of the work detailed in these schedules and such liability shall be borne solely by the purchaser.

(o) **Force Majeure**

Corporation shall not be liable for any failure or delay in performance due to any cause beyond their control including fire, floods, strikes, go-slow, lockout, closure, pestilence dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Government action, civil commotion, breakdown of machinery, shortage of labour, acts and demands or otherwise any other cause. Conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of Corporation to extend the time of performance on the part of the Corporation by the period as may be necessary to enable Corporation to effect performance after the cause of delay will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

(p) **Damage to property:**

The purchaser will be held personally responsible for any damage caused to the property of Power Station or personnel of APGENCO, or to any site & other Government properties, by any or all the men, agents, employees, Mazdoors, wagons, lorries and/or any other means employed used by the contractor, for execution of the work. The contractor shall make good any and all such damages caused.
(q) **General:**
   a. APGenco reserves the right to accept or reject the highest tender without assigning any reason.
   b. APGENCO reserves the right to accept or withdraw from sale, the materials offered for sale in full or part thereof, prior to/after issue of delivery order/acceptance letter, without assigning any reasons whatsoever.
   c. The bidders, who are participating in the e-auction shall abide by the APGenco and MSTC’s terms and conditions. Bidder’s participation in the auction is treated as their acceptance.

(r) **Termination/Breach of contract:**
   In the event of failure of the purchaser to fulfill any of the sale order obligations, including lifting of coal mill rejects, the corporation’s decision in regard to Purchaser’s failure shall be final and binding on purchaser. Corporation shall have the full liberty to
   i) Cancel the sale order, with immediate effect, for the material under sale order not taken delivery of by the purchaser as on that date, in which case, the security deposit and/or EMD (as the case may be) shall stand forfeited or
   ii) Recover the amount of losses or damages or claims that might be incurred by the corporation in selling the material, under the contract, not taken delivery of by the purchaser, at purchaser risk and cost. This recovery can be made from any amount of purchaser lying with the corporation under this contract or any other contract(s).

(s) **Forfeiture of Pre-Bid EMD:**
   In the event of the successful/highest bidder failing to deposit the balance security deposit of APGenco may at their discretion forfeit the Pre-bid EMD without issuing any prior notice to the bidder.
   Bidders, who have submitted pre-bid EMD are requested to participate in bidding process to have healthy competition among needy purchasers.

(t) **Inspection of coal mill rejects:**
The coal mill rejects are offered for sale on ‘As Is Where Is Basis’. Probable bidders are required to visit Dr. NTTPS, APGenco site to inspect the coal mill rejects(CMR) between 9.30A.M to 12.30Hrs and 15.30Hrs to 17.00Hrs on working days with the permission of Chief Engineer, O&M, Dr. NTTPS before quoting their bid. No dispute on quality, specification on mill rejects shall be entertained by the Corporation after submission of the bids.

(u) **Refund of EMD for Unsuccessful bidders:**
   In case of unsuccessful bidders, Pre bid-EMD shall be refunded by the M/s. APGENCO/M/s. Vupadhi Techno Services Pvt Ltd after the auction is over, on the bidder’s request. However, if no such request is received the M/s. APGENCO/ M/s. Vupadhi Techno Services Pvt Ltd will retain the Pre bid EMD for participation in e-Auction in future.

(v) Further, contact address of the Dr. NTTPS, Stage-IV are below.

   **Dr. NTTPS, Stage-IV:**
   Divisional Engineer, BM, Stage-IV, Dr. NTTPS, Mobile No:9440907660

   **Superintending Engineer(C&FO)**
Annexure-II

GENERAL CONDITIONS OF SALE OF MILL REJECTS

1. The following terms and expressions used herein shall have the meaning as indicated therein.

Purchaser, shall mean the individual firm or company whether incorporated or otherwise in whose name this Sale Order is addressed and shall include its permitted assigns and successors.

Seller/Corporation, shall mean Andhra Pradesh Power Generation Corporation Ltd. (A Govt. of A. P. Undertaking), a company incorporated in India under Companies Act 1956, having Registered Office at Vidyut Soudha, Hyderabad – 500 082 (AP)

2. Reference:
This Sale Order No. and Date must appear on all the Correspondence connected with this sale.

3. Security Deposit:
The Purchaser shall be required to furnish Security Deposit of 5% value of Sale Order within 10 days from the date of receipt of sale intimation regarding acceptance of offer. The Pre-Bid EMD paid by the Purchaser along with the bid will be adjusted against security deposit. The Purchaser shall submit Demand Draft/Pay Order for balance amount, in favour of the Corporation and drawn on any reputed scheduled bank. The security deposit amount shall be adjusted after deducting of all charges due to the Corporation including Ground Rent, against remittance of last installment of payment for lifting the scrap. No interest shall be payable on security deposit.

4. Sales Tax/Duties/Levies
   (a) Price(s) quoted shall be exclusive of GST,IT, levies/duties which shall be paid extra as applicable at the time of actual removal/lifting of mill rejects.
   (b) The bidder/purchaser shall furnish the GST Registration number and enclose Xerox copy of GST Registration Certificate along with the offer.
   (c) The materials to be purchased by bidder shall be subject to all such duties/levies as may be applicable from time to time and the same shall have to be borne by the Purchaser.

5. Payment Schedule:
The Purchaser shall be required to make payments as under.
   (a) All payments shall be made through Crossed Demand Drafts/Pay Orders in favour of SAO, O&M, DR.NTTPS and payable at respective power stations except pre-bid EMD. No other mode of payment shall be accepted. Release Order, however, will be issued after confirmation from Accounts, regarding realization of the amount of demand draft.
   (b) If the payment is remitted by the Purchaser only against basic cost and the amount of sales tax or any other levy and late payment fee, if any, etc., is not remitted, the Corporation, at its own discretion, will issue the Release Order for reduced quantities after adjusting the sales tax and late delivery charges etc. Shortfall in payment shall, however, attract interest payment as above.
6. Default in Lifting the Mill rejects by the Purchaser:
   (i) The Purchaser shall lift the entire material within in the lifting period from the date of Release orders. In case of delay in removing/lifting within the lifting period, ground rent shall be payable by the Purchaser @1% of the value of un-lifted quantity/value for delay of every week or part thereof subject to a maximum of 5% of the value of sale order. The maximum period allowed for lifting the materials as such should be limited to lifting period mentioned in release order free time plus 5 weeks period allowed with payment of ground rent. Any failure to comply with this requirement shall entail the forfeiture of all amounts paid, including Security Deposit and the Corporation, without prejudice to its other rights, will be free to dispose off the materials under subject at the risk of the Purchaser.
   (ii) If the penalty (i.e towards ground rent charges, interest charges for late payment and transportation charges for conveyance of mill rejects to yard) is not paid by the purchaser, release order will be issued on pro-rata basis(quantity) duly recovering the above penalty with applicable taxes and duties. However, if the purchaser lifts the total quantity within sale order period, the penal ground rent charges collected in the release orders if any, will be refunded at the end of contract.

7. Default in Payment:
   If there be any default in payment of sale amount, including taxes and levies, if any, or the Purchaser fails to abide by the conditions of sale or deviate in prices after communication of acceptance of his bid, the Corporation shall, without prejudice to its right under the law, forfeit the amount paid by the Purchaser till then including security deposit. The Corporation may also cancel the Sale Order and resell the materials to others at the risk of the defaulting Purchaser and also recover from him, any loss sustained by the Corporation by such resale and expenses in connection with resale, as well as, all outstanding recoverable amounts including ground rent, damages, interest etc.

8. Quantity:
   (a) Where the goods shall be sold by unit, i.e. weight or number and not on the basis of ‘lot’, the quantity indicated in such cases, against the respective lot, may be approximate/indicative, which in actual may turn out to be more or less than the indicated quantity. In case the actual quantity is found less than the indicated quantity after completion of lifting by the Purchaser, Purchaser shall not be entitled to claim any damages, loss of interest or compensation or for any other account, but shall be entitled to proportionate refund towards the cost of materials undelivered only. The Corporation reserves the right to vary the quantity upto ± 25% specified in Schedule of Rates before or after issue of Sale Order/Release Order.
   (b) Where the goods are sold on ‘LOT’ basis and not by unit/number basis, the entire material laying in the lot, shall have to be lifted by the Purchaser so as to clear the entire lot. The quantity, if any, indicated against the respective lot shall purely be indicative and Corporation shall not entertain any claim/complaint from the Purchaser(s) for any deficiencies in quantity/quality/size/dimension or for refund of the whole or any part of purchase money or loss of profit or interest/damages or otherwise.
9. **Delivery:**
   (a) The Purchaser shall not be entitled to take possession of any part of the materials, till the amounts due are paid by him and Release Order(s) are issued for the quantities corresponding to the payment made. The responsibility of Corporation will cease when the materials are handed over to the Purchaser.
   
   (b) The Corporation shall allow a reasonable number of Purchaser’s authorized representatives, workers/trucks for entering into ‘work-site’ for the purpose of removal and transportation of materials. The Purchaser shall complete requisite formalities with the Security Department at the Power Station. The Purchaser shall further follow the Corporation’s procedure of issue of Gate Passes for taking the materials out of Corporation's premises.
   
   (c) The person authorized by the Purchaser to take delivery, shall sign on the Gate Passes or the other relevant document and must carry with him a Power of Attorney/ Letter of Authority to represent him.
   
   (d) The materials shall be lifted during the working hours on any working day. No issue will be made on Sunday or on other public holidays or outside the working hours.
   
   (e) The scrap materials shall be handed over by the authorities at the premises of Dr. NTTPS specified in Schedule of Rates/Sale Order on ‘AS IS WHERE IS BASIS’. Purchaser has to make his own arrangements for packing, loading and transportation of materials.
   
   (f) Weighment as per the weighing equipment available at Dr. NTTPS premises has to be adopted as final and no dispute on this account will be entertained.
   
   (g) Picking, choosing or sorting will not be allowed. The Purchaser shall lift the material only from the site space as may be earmarked by the Corporation from time to time which shall be final and binding to the Purchaser.

10. **Care and Diligence in Removal of Materials**
    The Purchaser, while removing the materials, should avoid any damage to the personnel of the Corporation or to the premises or other property or machinery of the Corporation. Damages, if any, estimated by DE/BM/Stg-I&II/Dr. NTTPS and DE/BM/Stg-IV/Dr.NTTPS, during the removal shall be made good by him. The Purchaser shall arrange all tools and plant and also necessary labour and supervisory staff, at his own cost. The Corporation shall not be responsible for any liability that may come under the statutory provisions of the Workmen’s Compensation Act, The Factory Act, and Payment of Wages Act etc. The Purchaser shall be responsible for all the above liabilities/ responsibilities.

11. **Period of Contract**
    The period of contract shall be specified in the Special Conditions of Tender/Sale Order. If the materials in full or part are not lifted within the specified time, the contract shall be deemed to have been cancelled and the Corporation shall be at liberty to dispose them off without prejudice to its other rights against the Purchaser(s). If, further materials are left in the area allotted to Purchaser(s) after the period of contract, Corporation may, on its sole discretion give the extension of time to the Purchaser(s) to complete the contract in all respects and Purchaser shall remove materials during extended period also at the contracted rate, subject to payment of interest on delayed remittance and/or payment of ground rent for delay in lifting materials.
12. **Termination/Breach of Contract:**
In the event of failure of the bidder/Purchaser to fulfill any of the tender/sale order obligations, including lifting of coal mill rejects, the Corporation's decision in regard to bidder/ Purchaser’s failure shall be final and binding on bidder/purchaser. Corporation shall have the full liberty to
(a) Cancel the Sale Order, with immediate effect, for the material under sale order not taken delivery of by the bidder/purchaser as on that date, in which case, the security deposit and/or EMD (as the case may be) shall stand forfeited or
(b) recover the amount of losses or damages or claims that might be incurred by the Corporation in selling the material, under the contract, not taken delivery of by the bidder/purchaser, at bidder/purchaser risk and cost.
This recovery can be made from any amount of bidder/purchaser lying with the Corporation under this contract or any other contract(s).
Provided the Corporation incurs no loss, the bidder/purchaser shall only be entitled to the refund of the amount retained by the Corporation, by way of advance payment, towards the undelivered materials, without any interest thereon but not any other amount.

13. **Force Majeure**
Corporation shall not be liable for any failure or delay in performance due to any cause beyond their control including fire, floods, strikes, go-slow, lockout, closure, pestilence dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Government action, civil commotion, breakdown of machinery, shortage of labour, acts and demands or otherwise any other cause. Conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of Corporation to extend the time of performance on the part of the Corporation by the period as may be necessary to enable Corporation to effect performance after the cause of delay will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

14. **Disputes**
All or any disputes arising out of or touching this contract shall be decided by Courts or Tribunals situated at Vijayawada only. No suit or other proceedings shall be instituted elsewhere.

Superintending Engineer(C&FO)
Bidder’s Certificate

(To be filled by the bidder, on this company’s letter head)

From:

E-Auction No:-------------------------

To

THE SUPERINTENDING ENGINEER (Coal & Fuel Oils)
ANDHRA PRADESH POWER GENERATION CORPORATION LTD,
VIDYUT SOUDHA, 4th Floor,
VIJAYAWADA - 520004.

Dear Sir,

On behalf of M/s. (Name of the bidder)…………………………………………, I have gone through the terms and conditions of e-Auction Catalogue and hereby accept unconditionally all the terms and conditions specified therein.

I have also inspected the Coal Mill Rejects available at Dr. NTTPS,Stg-IV site and am aware of the conditions of the same. I am agreeable to the payment conditions and on receipt of Sale Intimation Letter/Sale Order/Release Order, agree to lift the materials within the stipulated period. I also agree to pay ground rent for delay in lifting the materials, as per the conditions stipulated.

I am willing to participate in the e-auction duly submitting the requisite pre bid EMD. Accordingly, I herewith enclose e-payment acknowledgment bearing No............... dated............for..........................(Rupees------------------------------------------ only) towards Pre-Bid EMD as stipulated in the e-auction catalogue.

Yours Faithfully

Signature of the Bidder

Seal/ Stamp of the Bidder

Date: