

GWEL/ ASH AUCTION – OPEN AUCTION /25-26 /OFA 02A

Auction Date & Time : 26.12.2025 from 3 PM onwards
Inspection Date : Any working day till the day before the auction

Important dates (tentative- working days) :

Activity	Tentative date
Notice Publish	10.12.2025
Document submission on portal	19.12.2025
Declaration of qualified bidders till	22.12.2025
EMD submission till (recommended)	24.12.2025
e-auction on	26.12.2025

Contact Information (GWEL) :

Station / Unit	Name	Mobile No.	email
GMR Warora Energy Limited	Mr. Sanjay Gantayet	9319412006	sanjay.gantayet@gmrgroup.in
GMR Warora Energy Limited	Mr. Vinod Kuranjekar	8380099824	vinod.kuranjekar@gmrgroup.in
GMR Warora Energy Limited	Mr. K.V. Kranthi Kumar	7093600446	Venkata.kadiyada@gmrgroup.in

Contact Information of mjunction: Mr. Shukla Kulkant –8336925959 kulkant.shukla1@mjunction.in
 Mr. Satyajit Deb– 759609916 (Satyajit.deb@mjunction.in)

Sl No	FSD Name	Base Location	Indicative Territory	Contact Details	Email ID
1	Akash Chakraborty	Kolkata	West Bengal, Assam, Arunachal Pradesh, Sikkim, Tripura, Manipur, Meghalaya, Nagaland & Mizoram	7605090 372	chakraborty.akash1@mjunction.in
2	Suvanil Mukherjee	Jamshedpur	Bihar & Jharkhand	9147018 225	mukherjee.suvanil@mjunction.in
3	Satish Kumar	Rourkela	Odisha	9147074 862	satish.kumar1@mjunction.in
4	Mitesh Giradkar	Bhilai	Chhattisgarh & Madhya Pradesh	7596040 406	mitesh.giradkar@mjunction.in
5	Prabhat Singh	Delhi	Delhi, Uttarakhand & Jammu Kashmir	7596059 533	prabhat.singh@mjunction.in
6	Saurabh Awasthi	Kanpur	Uttar Pradesh	9147705 370	awasthi.saurabh@mjunction.in
7	Shivendra	Mandi	Punjab, Haryana, Himachal	9147416	singh.shivendra@mjunction.in



Sl No	FSD Name	Base Location	Indicative Territory	Contact Details	Email ID
	Singh	Gobindgarh	Pradesh & Rajasthan	393	
8	Khizer Fakih	Mumbai	Maharashtra & Goa	9147178 852	fakih.khizer@mjunction.in
9	Srinivas R	Bangalore	Karnataka, Tamil Nadu, Kerala, Andhra Pradesh & Telangana,	8777487 843	srinivas.r@mjunction.in
10	Uday Singh	Ahmedabad	Gujarat	7503043 635	singh.uday@mjunction.in



Auction Engine : www.valuejunction.in or www.metaljunction.com

www.valuejunction.in

Valuejunction a business unit of mjunction services limited is pleased to be selected by **GMR Warora Energy Limited (GWEL)** (referred to as **The Client hereinafter**) for conduct of online auctions for sale of their Ash. Ash given below will be sold on “As is where is basis” and on “No Complaint basis”. All our valued customers are requested to peruse the participation terms, payment terms , lifting terms and other terms and conditions given below before participating. It is assumed that all our customers are aware about the terms and conditions as set out in these presents before placing a bid in the auction. We thank you in advance for your kind cooperation and participation.

Registration: All our new customers are requested to register themselves in the website www.valuejunction.in OR www.metaljunction.com or get in touch with mjunction officials as above.

Inspection: The intending bidder or his authorized representative may inspect the materials as per the schedule above, on any working day at the location specified with prior permission from GWEL. The bidders/customers shall download and carry the terms and conditions from the website. Same will be required to be produced for inspection related matters after fulfilling the usual security conditions at Seller’s end.

Participation Terms:

- **Declaration** as a qualified bidder by GWEL authorities
- **Submission of EMD in favor of “mjunction services Ltd.”** As per details mentioned below
- **Self-Attachment with the auction**

EMD DEPOSIT DETAILS as mentioned below:

EMD is in the name of MJ, you must always deposit the EMD in your unique **VIRTUAL ACCOUNT** only. Unique Virtual account is available in your “Profile”

You can self-attach yourself to auction only when your EMD money is credited to your unique **Virtual account**. So it is suggested to always deposit your EMD money well in advance to avoid unanticipated problems beyond control.

Beneficiary Name	MJUNCTION SERVICES LIMITED
Bank Name	HDFC BANK LTD
Branch Name	Sandoz Branch, Mumbai
Account No	Explained below *
IFSC Code	HDFC0000240

*All the customers will have a unique account number. The unique account number is an alpha numeric code consisting of 13 characters. The Customer’s unique “account number” is a combination of the MJ’ SAP code along with the 7 digit bidder SAP ID and can be used as reference for all subsequent transactions. The Customer’s Account Number detail is available in “Profile” after the customer logs into our website using the user id and password.

PLEASE NOTE THE FOLLOWING POINTS BEFORE SELF ATTACHED WITH AUCTION

Be careful to select the correct Catalogue/Lot/Group during self-attachment. You **cannot detach** yourself once you have attached yourself to a particular auction until that auction is over



For any assistance please contact our toll free no:

Toll Free No: 180041920001

Write to enquiry@mjunction.in

You may also refer to the Online EMD Management Bidder Manual (audio/visual) available in www.metaljunction.com>

Click on Login>Auction Login>Required Auction Training? Click Here>Online EMD

Note: Online EMD Bidder Manual and FAQ is available in our website: www.metaljunction.com> Click on Login>Auction Login

This Pre Bid Deposit to Non-H1 bidders will be refunded on the basis of online refund requests placed through the auction system from the Customers.

EMD required for participating in the e-auction will be @ Rs.1/- per MT

Minimum quantity of ash that a bidder is allowed to be bid for is 42000 MT and the maximum qty is 10,00,000 MT (8,00,000 MT Fly Ash & 2,00,000 MT Bottom Ash).

Minimum EMD for participating in the auction is Rs 42,000/-

Minimum Bid increment – Rs 2/MT

Minimum Qty increment – 50 MT

The Pre Bid EMD of successful Bidder (s) shall be returned only after submission of requisite amount of Contract Performance Guarantee (CPG) within 15 days of the issue of award letter.



1.0 Introduction

GWEL (henceforth referred to as GMR Warora Energy Limited which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) intends to promote utilization of Ash as resource material. To facilitate this, GWEL wishes to supply Ash for a period of One (01) Year. GWEL thus invites online bids from eligible and interested buyers for purchase of Ash supplied by GWEL from the Unit of **GMR WARORA ENERGY LIMITED** (henceforth referred to as GWEL) as mentioned below:

2.0 Scope of Supply

The Ash shall be supplied to the interested buyers from the Designated Delivery Point(s) i.e. Ash Silo on as available basis for the Units of the GWEL. Delivery of Ash FA will be made from Fly Silos and bottom ash will be delivered from bottom ash silo The buyer(s) shall make arrangements for taking delivery by road in their own arranged bulkers /covered trucks or by Rail mode from the siding of GWEL with own arrangement including railway freight.. The maximum quantity available for supply from GWEL is brought out as under:

Power Stations / Location	Quantity Available	quality to be supplied	Time Period of Supply
GMR WARORA ENERGY LIMITED	1000000 MT/annum (8,00,000 MT Fly Ash & 2,00,000 MT Bottom Ash).	on “as available” basis	01 Year

- Note: i). Minimum Bid Quantity per Buyer = 42000 MT / Annum (i.e. the minimum quantity which a buyer has to bid for) and the maximum bid qty per bidder is 10,00,000 MT/annum (8,00,000 MT Fly Ash & 2,00,000 MT Bottom Ash).. Minimum EMD required for participating in the auction is Rs 42,000/-**
- ii). Total Available Quantity may vary +/- 20% on as and where basis.**

3.0 Bidding Details

Detailed Conditions and Scope of Work are given in the Bid Documents for GWEL., which can be downloaded from the websites visit <https://www.metaljunction.com/> referred below:

Period of Supply	01 Year
Submission of Bids	As per Catalogue (Separate Bid to be submitted for Fly Ash & Bottom Ash)
Bid Security	EMD @ Rs. 1 /MT, Minimum EMD required for participating in the auction is Rs 42,000/- or Quoted Qty. of Ash in MT)

4.0 Procedure for Registration & Payment of Pre-Bid Security

1. For online registration, customer needs to visit <https://www.metaljunction.com/>



2. For deposit of pre-bid EMD:

Pre-Bid EMD is in the name of MJ, you must always deposit the EMD in your unique **VIRTUAL ACCOUNT** only. Unique Virtual account is available in your “Profile” section after login

Bank details for Pre-Bid EMD submission:

Beneficiary Name	MJUNCTION SERVICES LIMITED
Bank Name	HDFC BANK LTD
Branch Name	Sandoz Branch, Mumbai
Account No	Explained below *
IFSC Code	HDFC0000240

* **The Customer’s Account Number detail is available in “Profile” after the customer logs into our website using the user id and password. The unique account number is an alpha numeric code consisting of 13 characters. The Customer’s unique “account number” is a combination of the MJ SAP code along with the 7 digit bidder SAP ID and can be used as reference for all subsequent transactions. The Customer’s Account Number detail is available in “Profile” after the customer logs into our website using the user id and password.**

New buyers can register with mjunction well before the last day of submission of Bid Security. For any help please contact to authorized person of M/s mjunction Services Limited, Mr. Shukla Kulkant: 8336925959; Kulkant.shukla1@mjunction.in or Mr. Satyajit Deb 759609916; Satyajit.deb@mjunction.in

5.0 Eligibility for Bid Participation

Only those buyers who:

- register themselves with mjunction as per specified guidelines for registration, displayed on mjunction website visit <https://www.metaljunction.com/>and
- have remitted UNCONDITIONAL PRE BID EMD as per the applicable terms
- Upload Qualifying Documents on mjunction portal well before the last day of submission of documents as per **Annexure –IA** and found correct as per terms and conditions of the e – tender shall be eligible to participate in the bidding process.

Note:

- The buyer should preferably deposit the Pre-Bid EMD Amount; 24 hours before the last day mentioned in the mjunction **“Auction Catalogue”**.

Note: Bidder (i.e. Buyer) is requested to inform e-payment through email to Kulkant.shukla1@mjunction.in along with below mentioned complete details.

- Buyer has to inform the details such as amount transferred, date of transfer, buyers bank name, UTR No., Auction No., Lot No., payment type such as Pre-Bid EMD, material value, taxes, full value, etc. to the concerned mjunction official as above on the same day of the transaction. mjunction has no responsibility of delay in receipt of payment from the bank, in case buyers fail to inform by mail.

6.0 Qualifying Requirements For The Bidder:

6.1 Legal Entity:

The bidder must be a proprietorship firm, partnership firm, or a company.

6.2 Industry Type: The bidder must be:



- A manufacturer of ash-based products, or
- A National Highway (NH)/State Highway (SH) road developer, or
- Any other eligible entity as per the prevailing MoEF & CC notification dated 31.12.2021 and MoP guidelines dated 15.03.2024.

Note: Bidders must submit valid certificates issued by statutory authorities / documents confirming their direct involvement in the manufacturing of ash-based products—such as Cement, Ready Mix Concrete (RMC), or similar—and/or in the construction of National or State Highways utilizing ash.

6.3 The average annual turnover of the bidder for the last three financial years should be

- i) For ash offtake quantity of 10000 MT per Annum: Rs. 35 lacs.
- ii) For ash offtake quantity more than 10000 MT and upto 50000 MT per Annum: Rs. 175 lacs
- iii) For ash offtake quantity more than 50000 MT and upto 200000 MT per Annum: 700 lacs
- iv) For ash offtake quantity more than 200000 MT per Annum: 1050 lacs

6.4 The bidders whose bid quantity is more than 0.5 lac MT will have to submit supporting documents to prove that the bid quantity is less than or equal to 120 % of the quantity utilized by it in the last financial year.

6.5 Bidders shall submit an undertaking of utilizing the Ash in Cement, or any other Ash based product / Industry, i.e., that the ash uplifted from GWEL is being consumed in their internal production process and is not for re-sale. (Annexure-IIA)

6.6 The bidder shall submit the indemnity bond to GWEL indemnifying GWEL any pecuniary loss arising out of noncompliance of State Pollution Control Board norms and rules, guidelines, acts of MOEF&CC. (Annexure-IIB)

6.7 The bidder shall uplift the ash in bulkers/closed trucks only (without spillage on roads).

6.8 The bidder shall submit the Compliance of State Pollution Control Board norms and rules, guidelines, acts of MOEF &CC. (Annexure-IIC)

6.9 The bidder shall give an undertaking of uplifting a minimum quoted quantity without any deviation. (Annexure-IID)

6.10 The bidder has to give an undertaking of complying with all safety provisions of State Factory Act and safety norms and guidelines of GWEL. (Annexure-IIE)

6.11 All the ash shall be equitably distributed to the awarded bidders through Yankee process by tendering through M/s mjunction Services Ltd after being declared successful in the auction for the qualified quantity.

6.12 For sale of Ash through Auction, Opportunities shall be given to each of those buyers who bid for purchase of minimum of 42000 MTPA Ash, and remaining quantity of ash shall be issued to interested buyer at prorata basis at discretion of GWEL.

6.13 The winning bid price shall remain firm and fixed for the entire duration of the contract period. No price variation shall be permitted under any circumstances, including changes in market indices, input costs, or cement price fluctuations.

6.14 The sale price of Ash shall be determined through a “Yankee Process” conducted via the M Junction tendering platform. The price shall be discovered within the predefined range, with a Floor Price of ₹50 per MT and Ceiling Price Rs 400 Per MT, as decided by GWEL.

6.15 EMD shall be submitted by bidders directly to M Junction at their website in line with point No. 4.0, for qualified quantities.



7.0 Submission of Bids

Bids are to be submitted by the Bidders online in the [mjunction website https://www.metalljunction.com/](https://www.metalljunction.com/) between the bid submission time as per time schedule indicated at Para 3 above respectively.

8.0 CONTACT PERSON AT GWEL

Station / Unit	Name	Mobile No.	email
GMR Warora Energy Limited	Mr. Sanjay Gantayet	9319412006	sanjay.gantayet@gmrgroup.in
GMR Warora Energy Limited	Mr. Vinod Kuranjekar	8380099824	vinod.kuranjekar@gmrgroup.in
GMR Warora Energy Limited	Mr. K.V. Kranthi Kumar	7093600446	Venkata.kadiyada@gmrgroup.in

9.0 Websites

For referring to Invitation for Bids, Bid documents, and downloading of the same and online bidding following websites may be referred to: <https://www.metalljunction.com/> and <https://gmrgroup.in/energy/>



DEFINITIONS

10.0 In this contract, following terms shall be interpreted as:

- i) “The Contract” shall mean the issuance of award letter which will constitute the formation of the Contract.
- ii) “The Contract Value” means the consideration payable to the suppliers under the Contract for the full and proper performance of its contractual obligations.
- iii) “Day” means calendar day.
- iv) “Effective Date” means the date on which this Contract becomes effective (i.e. issue date of LOA).
- v) “GCS” mean General Conditions of Supply contained in this document.
- vi) “SCS” means Special Conditions of Supply contained in this document.
- vii) “The Buyer” which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns.
- viii) “Supplier” (i.e. GWEL) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns.
- ix) “Acceptable Bank” means any of the banks referred to in **Annexure – VII** List of the Banks.
- x) Awarded Quantity/Annual Contract Quantity/Annual Allocated Quantity - is the quantity of Ash as finalized by GWEL for award during a year and shall be expressed in Metric Tonne (MT) per annum.
- xi) “Arbitration Act” means the Indian Arbitration and Conciliation Act, 1996, as amended and modified from time to time, including any re-enactment thereof.
- xii) Metric Tonne (MT) means 1000 Kilograms.
- xiii) “Contract Term/Period” means duration of the contract together with any extension period.
- xiv) “Delivery Point” means the chutes of the designated Ash Silos.
- xv) Dispute / Dispute Notice Refer **Clause 34** of Bid Documents.
- xvi) “Engineer in charge” means the officer appointed in writing by GWEL to act as an engineer from time to time.
- xvii) “First Off take” means the date of first off take of Ash, by the buyer from Delivery Point in accordance with this Agreement.



- xviii) “Force Majeure” shall have the meaning ascribed to it under **Clause 36** of bid document.
- xix) “Governmental Instrumentality” means any central/state ministry, agency, inspectorate, department, authority, commission or any regional or municipal authority thereof, which exercises any sovereign/state function in India or otherwise in relation to the performance of this Agreement by either Party including any licensing authority.
- xx) “Law(s)” means applicable laws, rules, regulations, judgments, decrees, or other legislative measures having the force of law or issued by any government agency, instrumentality, body or legislature, National, State or local authority or a court of competent Jurisdiction.
- xxi) “Quarter” shall mean a period of 03 months and shall be calculated from the scheduled date of commencement of contract.



INSTRUCTIONS TO BIDDER

11.0 Introduction

GWEL, having coal based power plant at **GMR Warora Energy Limited, Warora.** B-1, Mohabala MIDC Growth Centre, Warora-442907, District-Chandrapur, State-Maharashtra (hereinafter called “Seller/Supplier”) will sell/supply Ash from units of GWEL mentioned in the invitation for bid.

12.0 Scope of Supply

12.1 GWEL invites bids as specified in the e-tender catalogue – document / bid document for the Supply of Fly Ash & Bottom Ash to the interested and eligible users in the approved avenues of ash disposal as per the notification of MoEF & CC from the designated delivery points on as available basis i.e. Ash Silo Units and bottom ash Silo units the GWEL Station. in the buyer’s bulkers / covered trucks or by rail mode on as is where is basis.

12.2 The scope of bidder under this tender is to take delivery of Ash from the designated delivery point **as mentioned above** in point (i), as detailed in the bid document, in their own bulkers/covered trucks or by rail mode.

13.0 Total quantity of Ash in MT from the GWEL is available tentatively on yearly basis as per details given hereunder

Power Stations / Location	Quantity available	Quality to be supplied	Period of Supply
GMR WARORA ENERGY LIMITED	10,00,000 MT/annum (8,00,000 MT Fly Ash & 2,00,000 MT Bottom Ash).	On “as available” basis	One (01) Year

NOTE: Minimum Bid Quantity per Buyer = 42000 MT, Total Available Quantity may vary +/- 20% on as and where basis Minimum EMD for participating in the auction is Rs 42000/-

14.0 Bids will be submitted online. On submission of the Pre-Bid EMD/BID, It would be construed that the Buyer has satisfied himself about all terms mentioned in the Bid Document and No Complaint, whatsoever, would be entertained in this regard thereafter.

15.0 Validity of Bids

The Bidder shall keep the bid valid for a minimum period of one hundred eighty (180) days from the date of opening of the bid.

16.0 Bid Security

16.1 The value of the Bid Security is as mentioned in Catalogue. Bid Security shall be submitted by qualified bidders for participation in auction well before the cutoff date in line with **point NO. 4.0**.



16.2 The Bid Security shall be deposited to M Junction through e-payment gateway as mentioned in the invitation for bid para 4.0 and 5.0.

16.3 Bid Security of unsuccessful bidders shall be returned as promptly as possible, but not later than 60 days after the expiration of the bid validity period.

16.4 Bid Security of successful Bidder (s) shall be returned only after submission of requisite amount of Contract Performance Guarantee (CPG).

16.5 The Bid Security may be forfeited if the bidder / his representative commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of GWEL. The EMD shall be forfeited if bidder fails to furnish contract agreement after declared successful bidder.

17.0 Submission of Bids

17.1 Bids are to be submitted by the buyer online in the web site <https://www.metaljunction.com/> by the bid submission time as per time schedule in the Catalogue.

17.2 Late Bids : There is no provision for submission of bids before or after the bid submission period.

17.0 Pre Bid Requirement

Only registered bidders will be allowed to participate subject to bidder meeting the pre bid requirements as per Para 5.0 above. In addition, all bidders whether Proprietor, Partnership Firms or a Company are to submit relevant documents as mentioned at **Annexure-IA**.

18.0 Modification and Withdrawal of Bids

No bid can be withdrawn. However, during the bidding period, bidders may modify their bid upwards any number of times upto the quantity proportionate to the Bid Security submitted, against any price of their choice between the prescribed price bands. Withdrawal of bids may result in the forfeiture of the Bidder's Bid Security.

19.0 Bidding Schedule

The schedule for submitting the bids is as mentioned in the Catalogue / or as amended and informed to bidders from time to time on the E-tender website.

20.0 Supplier's Right to accept any Bid or to reject any or all Bids

Notwithstanding anything mentioned above, the Supplier reserves the right to accept or reject any bid, either in full or in part or to annul the bidding process and reject all bids at any time prior to allocation of quantity, without assigning any reason thereof.

21.0 Supplier's Right to vary quantities at the Time of allocation / supply

The Supplier reserves the right at the time of allocation or during the period of supply to increase, decrease or delete the quantity of Ash from that originally specified in the bid documents without assigning any reason.

22.0 Contract Performance Guarantee (CPG)

Within fifteen (15) days of the issue of Award Letter for allocation by the Supplier, successful Bidders shall submit the Contract Performance Guarantee for an amount equivalent to Five Percent (5 %) of value of annual allocated quantity in the form of RTGS / Crossed Demand Draft in favour of GMR Warora Energy Limited



payable at Warora or through an Unconditional Irrevocable Bank Guarantee (as per Format at **Annexure-V**) and verified as per Checklist at **Annexure-VI**. CPG submitted in the form of Bank Guarantee shall be valid for 365 Days in addition of period of Contract. List of Banks is available in **Annexure-VII** of Bid Documents.

22.1 Failure of the successful Bidder to comply with the requirement of Submission of Contract Performance Guarantee within the prescribed time shall constitute sufficient grounds for the annulment of the allocation order and forfeiture of the Bid Security. In that event no damages or compensation shall be payable to the buyer.

22.2 For commencement of supplies, submission of CPG is a precondition.

22.3 Contract Performance Guarantee (CPG) shall be released within 90 (Ninety) days after successful completion of contract in all respects.

22.4 Bank Guarantee shall be executed on Non-Judicial Stamp Papers Considering Stamp Duty @ 2% of award value

Note: Any notice, request or consent sought pursuant to the tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Owner or Bidder to whom the communication is addressed or when sent by speed post, telex, telegram or facsimile to such Party i.e. Owner or Bidder.

23.0 Understanding and Clarification of Bid Documents.

23.1 The Bidder is expected to carefully examine the Bid Documents and fully satisfy himself as to all the conditions and matters, which may in any way affect the work or the cost thereof. If any Bidder finds discrepancies or omissions in the Bid Documents or is in doubt as to the true intent or meaning of any part thereof, he shall at once request in writing in triplicate to the Supplier for an interpretation/clarification of the Bid Documents. However, such request must reach the Supplier seven days before start of bid opening otherwise, the request for clarification shall not be entertained. After receipt of such interpretation or clarifications, the Bidder shall submit his Bid but within the time and date as specified in the invitation to Bid. All such interpretation and clarification shall form a part of the Bid Documents.

23.2 Verbal clarifications and information given by Supplier or its employees or representatives shall not be in any way binding on the Supplier.

24.0 Award for supply of Ash

24.1 The Supplier will issue Award Letter (Model Award Letter at **Annexure VIII**) of allocation for sale of Ash in writing to the successful Bidders in duplicate. The successful bidder shall return the duplicate copy of the award letter duly signed & stamped as token of their acknowledgement.

24.2 Supplier shall be the sole judge in this regard.

24.3 Bidder would be required to comply with all requirements of the notification of allocation without any extra cost to the Supplier, failing which his bid security may be forfeited.

25.0 Bid Proposal Schedule

Bidders are to quote **online** their Annual Quantity Requirement against the respective prices during the bidding period. Sample Bid Sheet is shown at **Point No. 50.0 of SCC**.

26.0 Uniform Bid Quantity over the Allocation Period



The quoted Annual Quantity Requirement shall be considered uniform per month after commencement of first off take for the remaining supply period.

27.0 Check List

27.1 The bidders are requested to duly fill in the Check List enclosed at **Annexure IV**.

27.2 The checklist gives only certain important items, to facilitate the bidder to make sure that necessary data/information is provided by him in this proposal. This however, does not relieve the bidder of his responsibility to make sure that his proposal is otherwise complete in all respects.

28.0 Deviation

Any Deviation taken in the terms and conditions of the e-tender catalogue / Bid Documents by the bidder will not be acceptable and bidder will not be allowed to bid online (**Annex-III**) and may result in forfeiture of Bid Security.



GENERAL CONDITIONS OF SUPPLY

29.0 Acquaintances of local conditions

It will be imperative for the Bidder to fully inform himself of all local conditions and factors, which shall have any effect on the execution of the work covered under these documents and specifications.

30.0 Language of the Contract

All bids shall be submitted in English Language.

31.0 Confidentiality

- i) Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for allocation shall not be disclosed to bidders or any other person not officially concerned with such process.
- ii) Any effort by the bidder to influence the Supplier in the Supplier's bid evaluation, bid comparison, or allocation decisions may result in the rejection of the Bidder's bid.
- iii) From the time of bid opening to the time of allocation, if any Bidder wishes to contact the Supplier on any matter related to its bid, it should do so in writing.

32.0 Examination of Bids and Determination of Responsiveness

- i) The Supplier will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- ii) The Supplier may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

33.0 Settlement of Disputes

34. Arbitration

Any dispute arising under this Agreement w.r.t services rendered by the Service Provider with the Successful Bidder shall be considered first in person or by telephone by designated representatives of M Junction Services Limited within ten (10) days of receipt of a notice (the date of receipt, the "Dispute Date") addressed to the applicable representative from the other referencing this clause and specifying the nature of the dispute. If for any reason the dispute has not been resolved to the satisfaction of the Parties within twenty (20) days after the Dispute Date, then either Party may opt for resolution of the dispute through arbitration to a single arbitrator who shall be the Managing Director of M Junction Services Limited or his nominated representative. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 in effect at the time of arbitration. The seat of the arbitration shall be New Delhi, India. The arbitration award shall be final and binding of the Parties as permitted under the applicable laws.

35.0 Force Majeure

- i) "Force Majeure" shall mean any event beyond the reasonable control of the Supplier or of the Buyer, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected. Force Majeure shall include but not be limited to the following events and circumstances:



- a. flood, cyclone, lightning, storm, tidal wave, hurricane tornado, earthquake, landslide, epidemic or other acts of God.
 - b. war (whether declared or not), riot, civil war, blockade, insurrection.
 - c. illegal strike or illegal lockout; and
 - d. acts of Governmental Instrumentality having jurisdiction occurring after the date of this Agreement, including the issuance or promulgation of any court order, law, statute, ordinance, rule, regulation or directive, the effect of which would prevent, delay or make unlawful a Party's performance herein; provided that executive acts of a Governmental Instrumentality in the capacity of a shareholder or Seller of either Party shall not for the purpose of this Agreement be considered as a Force Majeure event.
- ii) If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
 - iii) The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended after mutual discussion.
 - iv) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to Supplier's right to terminate the Contract under Special Conditions of Supply.
 - v) Delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall not constitute a default or breach of the Contract.
 - vi) If the performance of the Contract is substantially prevented, hindered or delayed for a continuous period of more than thirty (30) days or an aggregate period of more than ninety (90) days on account of one or more event of Force Majeure during the occurrence of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with relevant clause
 - vii) In the event of prohibition imposed by Govt. of India/Competent Authorities making impossible to perform the contract, may be termed as Force Majeure and neither party shall be liable for compensations or damages due to non-performance.

36 Insurance & Buyer's Liability

- i) The Buyer shall be fully responsible for maintaining all the insurance as per law of land at its cost.
- ii) The Buyer shall at all times indemnify the seller against all losses, claims, damages or compensation arising out of any accident or injury to any person (whether in employment of buyer or not) or property in or about the plant including the Silo area (inside/outside the plant) which may arise out due to buyers act/negligence while carrying out the contract.

37 Suspension of the Supply

- i) The Supplier reserves the right to suspend and reinstate execution of the whole or any part of the supply.
- ii) The Supplier shall not be responsible for any liabilities for suspension of issue of Ash or issue of reduced quantity of Ash for any reason whatsoever.

38 Indemnity for defense of Suits



If any action in court is brought by third party against the Supplier or an officer or agent of the Supplier for the failure or neglect on the part of the buyer to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the buyer, his agents, representatives or his Sub-contractors, workmen, suppliers, or representatives employees the buyer shall in such cases indemnify and keep the Supplier i.e. GWEL and/or its representative harmless from all losses damages, claims, expenses or decrees arising out of such action.

39.Recovery of Sums Due

Whenever any claim for the payment of the sum of money arises against the buyer, the Supplier shall be entitled to recover such sum by appropriating in whole or in part, from advance deposited against Ash and /or the Contract Performance Guarantee deposited by the buyer.

40.0 Safety Requirements

The buyer shall ensure safety and security of all its personnel as per Contractor Safety requirement policy of GMR (attached attached in the catalog), working at different places in connection with this supply and shall be fully responsible for the same. All safety tools and tackles required like helmets, goggles, gas masks, respiratory masks, gumboots, shoes, safety belts wherever required will be provided by the buyer. The buyer shall also ensure safety and security of all GWEL and their own personnel at delivery site.

41.0 Disorderly Conduct

The buyer shall at all times take all reasonable precautions to prevent any unlawful, notorious or disorderly conduct by or amongst the buyer's staff and labour and for the preservation of peace and protection of persons and property in the neighborhood of the delivery site against the same.

42.0 Jurisdiction of Court

Only courts of Chandrapur , Maharashtra shall have the exclusive jurisdiction in all the matters concerning the supply.

SPECIAL CONDITIONS OF SUPPLY

43.0Scope of Supply

- i) Supplier (i.e. GWEL) would be in a position to make available allocated quantity of Ash subject to availability, Force Majeure conditions and unplanned outage of the units of GWEL.
- ii) The supplier reserves the right to supply the quantity not lifted by the buyers to any other party at the sole discretion of the supplier.
- iii) Quantity: 10,00,000 MT /annum
- iv) Period: One Years

44.0Working Hours

Delivery of Ash is intended to be given on all days excluding national holidays.

45.0 Delivery Point

- i) GWEL would deliver Ash from the discharge Silos till the Ash Silos are erected and commissioned at Units of the plant.



- ii) Ash shall be considered to have been delivered as it passes into the buyer's vehicle at the loading point.

46.0 Quality of Ash

GWEL would deliver Ash at designated delivery point(s) i.e. Ash Silo Silos till the Ash Silos are erected and commissioned on "as available" basis.

47.0 Methodology for Pricing

- i) Price chargeable to buyer(s) shall be the price discovered resulting from the bids received as per the methodology described in **Clause 48 & 49 in Rupees per MT.**
- ii) All statutory duties / taxes / levies shall be charged extra.

48.0 Price & Bidding Methodology

EXAMPLE

Parameters:

- Total offered quantity: 10000 Tons (Ten thousand tons)
- Minimum Bid Quantity: 100 Tons
- Start Bid Price: ₹ 100 per Ton.



1st Bid: Bidder-1 submits 1st bid for 5000 tons @ ₹ 100 per ton at 10:30 AM.

Scenario after 1st bid: Total demand is less than total offered quantity.

Quantity allocation status after 1 st Bid						
Bidder	Bid Time	Bid Rate (In INR/Ton)	Bid Quantity (In Tons)	Allocation (In Tons)	Total Qty. Allocated (In Tons)	Remarks
B-1	10:30:00 AM	₹ 100	5000	5000	5000	Total demanded quantity allocated as the quantity is freely available

2nd Bid: Bidder-2 submits a bid for 3000 tons @ ₹ 100 per ton at 10:31 AM

Scenario after 2nd bid: Total demand is less than total offered quantity.

Quantity allocation status after 2 nd Bid						
Bidder	Bid Time	Bid Rate (In INR/Ton)	Bid Quantity (In Tons)	Allocation (In Tons)	Total Qty. Allocated (In Tons)	Remarks
B-1	10:30:00 AM	₹ 100	5000	5000	8000	Total demanded quantity allocated as the quantity is freely available
B-2	10:31:00 AM	₹ 100	3000	3000		

3rd Bid: Bidder-3 submits a bid for 2000 tons @ ₹ 100 per ton at 10:32 AM

Scenario after 3rd bid: Total demand is equal to the total offered quantity.

Quantity allocation status after 3 rd Bid						
Bidder	Bid Time	Bid Rate (In INR/Ton)	Bid Quantity (In Tons)	Allocation (In Tons)	Total Qty. Allocated (In Tons)	Remarks
B-1	10:30:00 AM	₹ 100	5000	5000	10000	Total demanded quantity allocated as the quantity is freely available
B-2	10:31:00 AM	₹ 100	3000	3000		
B-3	10:32:00 AM	₹ 100	2000	2000		

4th Bid: Bidder-4 submits a bid for 2000 tons @ ₹ 110 per ton at 10:33 AM

Scenario after 4th bid: Total demand is more than the total offered quantity.

Quantity allocation status after 4 th Bid						
Bidder	Bid Time	Bid Rate (In INR/Ton)	Bid Quantity (In Tons)	Allocation (In Tons)	Total Qty. Allocated (In Tons)	Remarks
B-1	10:30:00 AM	₹ 100	5000	5000	10000	<p>B-4 has been allocated the asked quantity as the bid price is higher than the other bidders.</p> <p>There is a tie in bid price among B-1, B-2 & B-3.</p> <p>However, B-3 placed bid for less quantity and at a later point of time compared to B-1 & B-2.</p> <p>Hence, B-3's quantity has been de-allocated as per the allocation & de-allocation logic.</p> <p>B-1, B-2 & B-4 have got their asked quantity as per the logic.</p>

49.0 Evaluation Criterion of Bids

Price Discovery and Quantity for Allocation

Auction Methodology: Yankee Auction:

- ✚ Auction will be conducted with 'Yankee' auction methodology. In this method, the customer needs to quote the required quantity and the rate per unit in the online auction.
- ✚ There will be a start price and the same will be shown on the bid screen. No bid will be accepted below the start price.
- ✚ A bidder must submit a price bid that matches or exceeds the last bid price, and a quantity bid that is equal to or greater than the current allocated quantity. At the same time, the bidder must also ensure that at least either the bid price or the quantity is revised upward.
- ✚ The bidders will be able to see their own placed bid rate and quantity.
- ✚ Quantity allocation will be displayed on screen to the respective bidders during auction run-time. This field is dynamic and changes from time to time during the auction run-time basis the valid bids received in the system and the available free quantity.
- ✚ The scheduled remaining time is shown in the bidding screen.
- ✚ There is an auto extension mechanism. In case a bid comes within a certain duration of scheduled closing time, the remaining closing time will be reset to a certain duration. The auto-extension duration will be mentioned in the auction document.

- Auction will close only when no further bids from any participating bidders are placed within the scheduled closing time (including extended period, if any).

Quantity Allocation & De-allocation:

Following criteria would be adopted in deciding the successful bidders:

- Precedence will be accorded to the highest bid price in the descending order (H1, H2, H3 and so on) as long as the offered quantity is available for allocation.
- If two or more buyers bid the same highest price, precedence for allotment will be accorded to the buyer who has placed the bid for the higher quantity.
- In case two or more buyers bid the same price and the same quantity, precedence will be given to the buyer who has accorded his bid first with reference to time.
- Accordingly, once all the available quantity is booked and further bids are received, deallocation will be done from the bidder who has been accorded least precedence at the time of allocation and so on.

Illustration on Auction Process

Parameters:

- Total offered quantity: 10000 Tons (Ten thousand tons)
- Minimum Bid Quantity: 100 Tons
- Start Bid Price: ₹ 100 per Ton.

1st Bid: Bidder-1 submits 1st bid for 5000 tons @ ₹ 100 per ton at 10:30 AM.

Scenario after 1st bid: Total demand is less than total offered quantity.

Quantity allocation status after 1 st Bid						
Bidder	Bid Time	Bid Rate (In INR/Ton)	Bid Quantity (In Tons)	Allocation (In Tons)	Total Qty. Allocated (In Tons)	Remarks
B-1	10:30:00 AM	₹ 100	5000	5000	5000	Total demanded quantity allocated as the quantity is freely available

2nd Bid: Bidder-2 submits a bid for 3000 tons @ ₹ 100 per ton at 10:31 AM

Scenario after 2nd bid: Total demand is less than total offered quantity.

Quantity allocation status after 2 nd Bid						
Bidder	Bid Time	Bid Rate (In INR/Ton)	Bid Quantity (In Tons)	Allocation (In Tons)	Total Qty. Allocated	Remarks



					(In Tons)	
B-1	10:30:00 AM	₹ 100	5000	5000	8000	Total demanded quantity allocated as the quantity is freely available
B-2	10:31:00 AM	₹ 100	3000	3000		

3rd Bid: Bidder-3 submits a bid for 2000 tons @ ₹ 100 per ton at 10:32 AM

Scenario after 3rd bid: Total demand is equal to the total offered quantity.

Quantity allocation status after 3 rd Bid						
Bidder	Bid Time	Bid Rate (In INR/Ton)	Bid Quantity (In Tons)	Allocation (In Tons)	Total Qty. Allocated (In Tons)	Remarks
B-1	10:30:00 AM	₹ 100	5000	5000	10000	Total demanded quantity allocated as the quantity is freely available
B-2	10:31:00 AM	₹ 100	3000	3000		
B-3	10:32:00 AM	₹ 100	2000	2000		

4th Bid: Bidder-4 submits a bid for 2000 tons @ ₹ 110 per ton at 10:33 AM

Scenario after 4th bid: Total demand is more than the total offered quantity.

Quantity allocation status after 4 th Bid						
Bidder	Bid Time	Bid Rate (In INR/Ton)	Bid Quantity (In Tons)	Allocation (In Tons)	Total Qty. Allocated (In Tons)	Remarks
B-1	10:30:00 AM	₹ 100	5000	5000	10000	B-4 has been allocated the asked quantity as the bid price is higher than the other bidders.
B-2	10:31:00 AM	₹ 100	3000	3000		
B-3	10:32:00 AM	₹ 100	2000	0		There is a tie in bid price among B-1, B-2 & B-3.
B-4	10:33:00 AM	₹ 110	2000	2000		However, B-3 placed bid for less quantity and at a later point of time compared to B-1 & B-2. Hence, B-3's quantity has been de-allocated as per the allocation & de-allocation logic. B-1, B-2 & B-4 have got their asked quantity as per the logic.



50.0 Award Criteria

The party shall be awarded the quantity as quoted at discovered price. If cumulative quantity at discovered price is more than tendered quantity, party shall be allocated the quantity on prorata basis.

51.0 Award price

Discovered Price shall be the award price and shall remain firm for a period of one year.
Price Revision (applicable if contract is for more than one year)

52.0 Period of Supply

Duration of Supply of Ash from GWEL Plant shall be for a period of One (01) Year.

53.0 Upward Quantity Flexibility

If requested by the Buyer the Supplier may consider supply of additional quantity over & above the allocated quantity subject to availability and at the sole discretion of the supplier.

54.0 Payment Terms & Bank Charges

- i) Delivery shall be made against advance payment in the form of NEFT/RTGS/ Bank Transfer in favor of “GMR Warora Energy Pvt Ltd.” payable at Warora. The amount of advance shall be equivalent to value of one month of off-take quantity. Advance shall be adjusted against delivery on daily basis.

Beneficiary name in Bank A/c	GMR WARORA ENERGY LIMITED
Account Type	CURRENT ACCOUNT
Bank Account No.	910020012607286
Name & Address of Bank	AXIS BANK / CORPORATE BANKING BRANCH MUMBAI 12, Mittal Tower A Wing Nariman Point, Mumbai- 400021
Bank Branch RTGS IFSC Code	UTIB0001394

- ii) All Bank Charges shall be borne by the buyer.

55.0 Commencement of first off take

Commencement of first off take for bidders of Ash immediately from the date of issue of Letter of Award unless specifically agreed by the Supplier.

56.0 Weighment for Invoicing



56.1 All material dispatched under this Agreement shall be weighed at the designated Weighbridge of GWEL Plant. The weighment recorded at GWEL Plant shall be considered **final, binding, and conclusive evidence** for determining the net quantity of material delivered.

56.2 Both Buyer and Seller hereby agree that no subsequent claims, disputes, or objections shall be entertained with respect to quantity once the weighment has been duly recorded at GWEL Plant. The weighment data generated from the Plant's weighbridge system shall prevail over any other third-party weighment records.

56.3 The Seller shall raise invoices strictly on the basis of the weighment recorded at GWEL Plant. No other weighment certificate or record shall be accepted for invoicing or settlement of payment.

56.4 The Buyer reserves the right to verify the weighment process, calibration status of the weighbridge, and associated records at GWEL Plant at any reasonable time. Such verification, however, shall not alter the finality of the weighment recorded.

56.5 In case of any technical malfunction or proven error of the weighbridge system, both parties shall mutually resolve the issue in good faith, based on supporting documents, and record such resolution in writing.

57.0 Compensation against shortfall during regular off take

- i) After commencement of first off take, buyer will be required to lift Ash on regular basis in accordance with agreed quantity as per contracted schedule. The buyer shall have to lift at least 80% of annual contracted quantity / annual adjusted quantity (in case of short supply) on prorated basis. In case buyer fails to lift the minimum quantity (80% of annual contracted quantity / annual adjusted quantity), compensation amount @ 10% of the awarded price (rounded to the nearest whole number on the higher side) will be charged on the shortfall quantity (80% of annual contracted / annual adjusted quantity – Actual quantity lifted for the year).
- ii) For the purpose of calculation of provisional compensation, quarterly breakup of the total contracted quantity or the adjusted quarterly quantity (in case of short supply) will be done and compared with actual quantity lifted by the buyer for the quarter.
- iii) Final compensation will be calculated after final reconciliation and adjustments, if any will be made. However, gross compensation amount will be limited to the CPG amount.
- iv) Compensation due on a buyer, if not deposited separately will be deducted from the advance available or recovered from the CPG of the buyer.
- v) Quarterly quantity shall be considered from the scheduled date of start till completion of quarter and subsequently so on till expiry of contract.

58.0 Termination of Contract

- 58.1 In case, Ash offtake falls below 80% of the contracted or adjusted quantity (whichever is lower), during any three consecutive months on cumulative basis, GWEL reserves the right to terminate the contract by giving one month notice in writing of their intentions to do so and in such an event the buyer shall not be entitled to any compensation from the supplier. In the event of termination of contract, the liquidated damages will be payable by the buyer at the aforesaid rate mentioned in **Clause 57** i.e @ 10% of the awarded price (rounded to the nearest whole number on the higher side) for the short fall quantity below 80% of the contracted / adjusted quantity and the gross amount of liquidated damages / compensation shall be limited to the CPG amount. Consecutive three months shall be considered from the scheduled date of start till completion of three months and subsequently so on till expiry of contract.
- 58.2 The Supplier also reserves the right to terminate the contract in the event of breach of contract by the buyer giving one month notice in writing of their intentions to do so and in such an event the buyer shall not be entitled to any compensation from the supplier. In the event of termination of contract for



any reasons of breach of contract, liquidated damages as arrived under **Clause 57** above shall be payable by the buyer.

58.2.1 Following will constitute Breach of Contract:

- i) Delay in first off-take by Buyer from committed date by more than three months.
- ii) Buyer is not complying with operational and safety requirements and neglecting instructions of Engineer-In-Charge.
- iii) Buyer has failed to discharge his obligations according to the terms & conditions of contract.

59.0 Shortfall in supply by Supplier

- i) Ash is a product of coal combustion, which again is subject to the demand of electricity in the areas allocated by the regulatory authorities. Scheduled and unscheduled shutdowns also affect generation of electricity and thus generation of Ash. Though all efforts will be made to maintain contracted quantity of Ash available, Supplier does not guarantee availability of Ash as per contracted quantity regularly and will not be liable for any compensation or damages for non delivery of required quantity of the Ash.
- ii) In case Supplier is unable to provide the average monthly/quarterly contracted quantity of Ash due to any reasons including forced outages of the plant, congestions etc. supplier in respect of each buyer shall accordingly adjust the average monthly/quarterly contracted quantity downward. Under such circumstances the determination of compensation referred at **Clause 57** above shall be computed with respect to adjusted yearly / quarterly quantity.
- iii) Determination of monthly quantity i.e for any three months for Termination of Contract in case of short supply by the Supplier shall also be computed w.r.t quantity made available to the buyer on monthly / quarterly (i.e for any three months) / yearly as stated in **Clause 58**.
- iv) Supplier may offer additional quantity of Ash at a later date subject to availability, if agreed by buyer. The quantity so offered and agreed by buyer at a later stage, will form a part of the annual contracted/adjusted quantity.

60.0 Taxes, Duties, Levies etc.

- i) The Bidder shall be liable and responsible for payment of all statutory levies in the form of taxes, duties, octroi etc. on the Supply of Ash. Such statutory liabilities, if any, shall be paid by bidder extra at actual.
- ii) All Ash will be sold on Designated Delivery Points / Ex Silo / Ex Works basis. Regarding exports of Ash by the buyer, it is the responsibility of the buyer to fulfill their export obligations as may be required, and any shortfall in this regard shall be to the account of the buyer only. The buyer indemnifies the seller against all such liabilities and losses on failure to fulfill the export obligations, if any.

61.0 Delivery

- i) Buyer should depute his authorized representative to the power station for co-ordination and taking delivery of Ash.
- ii) Delivery will be from Silos till the Ash Silos are erected and commissioned to bulkers / closed trucks only, which are suitable for loading from designated silos. Open trucks will not be allowed to take delivery.



iii) Supplier has right to suspend the delivery of Ash if advance amount is not available with the supplier by the required date and such suspension of delivery shall be to the account of buyer.

62.0 Responsibility during Transportation

The buyer shall be solely responsible for any injuries, accidents, or damages caused to their employees, laborers, or any other persons during the execution of work or transportation of Ash. The seller shall bear no liability in such matters.

In the event that any legal action or claim for damages or compensation is brought against the seller, the buyer shall fully indemnify and hold the seller harmless from all such claims. If the seller is held liable for any compensation, the buyer shall promptly reimburse the seller, including for any claims arising after the expiry of the contract period.

Furthermore, the buyer's transporter(s) must possess valid licenses issued by the relevant statutory authorities of the State or Central Government for the transportation of specified goods, wherever applicable.

63.0 Billing

The supplier shall issue an **Exit Gate Pass and invoice on a daily basis** for each dispatch of Ash. Each invoice shall reflect the **quantity of Ash delivered**, along with the **applicable GST and other statutory charges**, and shall be **adjusted against the advance payment** made by the buyer(s) in accordance with **Clause 54** of the agreement.

(For and On Behalf of GWEL)



ANNEXRUES

Schedule for Qualifying Requirements

- A. We seek qualification as per Clause No. 6 (a) under the category ----- (Individual / Partnership Firm / Company), as end user of Ash. Details are as per ANNEXURE-IIA-2.
- B. In terms of Clause No. 6 (b), we confirm that average annual turnover for the last three financial years as on date of bid opening of M/s _____ is not less than Rs..... Lakhs. In support of above, we are enclosing audited Balance Sheets and Profit & Loss Account for last three financial years.

Sl. No.	Financial Year	Turnover Amount (Rs.) in figures	Turnover Amount (Rs.) in words	Balance Sheet enclosed (Yes / No)
1	2022-23			
2	2023-24			
3	2024-25			
4	Certificate of Chartered Accountant certifying the Average Turnover of the last three Financial Years indicating year wise turnover (if required as per Clause No. 6 Note)			Enclosed (Yes / No)
5	Shareholding pattern of Bidding Company (In case turnover of other company has been considered for meeting the Qualifying Requirements in terms of Clause No. 6 , the Shareholding pattern of other company is also to be enclosed)			Enclosed (Yes / No)

Note:

- i) Individual or a partnership firm or a company not falling under statutory requirement of audit, has to submit a certificate from Chartered Accountant certifying the average turnover of the last three Financial Years indicating year wise turnover.
 - ii) In case where audited result for the last preceding Financial Year is not available, Certification of Financial Statements from a Chartered Accountant shall also be considered acceptable.
- C. As per Clause No. 17 we are enclosing the following documents: -

a. In case of Partnership firm

Sl. No.	Documents	Enclosed (Yes / No)
1	The authenticated photocopy of Partnership Deed	
2	Registration Certificate of Firm	
3	Specimen Signature of all partners of the firm duly attested by their Bankers	

b. In case of Public or Private Companies

Sl. No.	Documents	Enclosed (Yes / No)
1	The up to date amended and Certified True Copy of the Memorandum & Article of Association of the Company	
2	Certificate of Incorporation	



3	Certificate of Commencement of Business (in case of Public Limited Companies Only)	
4	Board Resolution for authorisation to bid	
5	Specimen Signature of a Director / Secretary or other persons duly attested by the Banker	

For and on behalf of _____

Signature :

(Authorized Representative) :

Name :

Designation :

ANNEX-IB

NET WORTH

Net Worth of the bidder as on the last day of the preceding financial year (reckoned on the date of techno-commercial bid opening) should not be less than 100% of the bidder’s paid up share capital. In case the bidder does not satisfy the Net Worth criteria on its own, it can meet the requirement of Net Worth based on the strength of its Subsidiary (ies) and/ or Holding Company and/ or Subsidiary (ies) of its Holding Companies wherever applicable, the Net Worth of the bidder & its subsidiary(ies) and/ or Holding Company and/ or subsidiaries of its holding companies, in combined manner should not be less than 100% of their paid up share capital. However, individually their net worth should not be less than 75% of their respective paid up share capitals.

Net Worth in combined manner shall be calculated as follows:

$$\text{Net Worth (combined)} = \frac{(X1+X2+X3)}{(Y1+Y2+Y3)} \times 100$$

Where X1, X2, X3 are individual net worth which should not be less than 75% of the respective paid up share capitals and Y1, Y2, Y3 are individual paid up share capitals.

NOTE: Calculation of Net Worth shall be attached.

ANNEX - IIA



UNDERTAKING
(On Official Letter Head of the Buyer)

To,
 GMR Warora Energy Limited,

Subject: Undertaking for Usage of Ash in Cement / Construction / or other Ash based Product / industry.

Dear Sir,

This is to certify that we M/S _____ the bidder for purchasing the GMR Warora Energy Limited Ash against Bid Specification No. GWEL ASH OFA 01; DtXX.XX.2025 OR E - Tender No. _____ declared that the Ash, if allocated to us, shall be used in Manufacturing of Cement / Asbestos Sheet/ RMC (Ready Mix Concrete)/ RCC Pipes and Ash Building Products/ Other products of Ash .

In case GWEL will require of Ash utilization certificate then same will be provided by our firm in line with form Annex-IIA-1, attached here with.

Thanking you,

(Signature of authorized person)
 (Name & Designation)

(Seal/ Stamp of Company)

ANNEX-IIA-1

(To be submitted after Ist Quarter from starting of lifting of Ash)

To,
 GMR Warora Energy Limited,

Subject – Regarding utilization certificate of Ash.

Dear Sir,

With reference to the captioned subject we are providing herewith the detail of ash utilization, production and other relevant information for the period of each quarter of current Financial Year.

1. Detail of Ash Lifted -

xx1 21yy	xx2 21yy	xx3 21yy

2. Name of Product and Quantity –

xx1 21yy	xx2 21yy	xx3 21yy

(Where 'xxx' is Month)

3. Detail of Plant/Manufacturing Details –

- a. Full Address of the Plant –
- b. Capacity of the Plant –
- c. Product Manufactured and Daily Average Production –
- d. Total Quantity of Ash required –
- e. Measures to avoid pollution from Ash during production –

4. Vehicle wise lifting details (date, vehicle no., weight, weighment slip no.)

5. GSTR 3B – monthly

6. Copy of Tax Invoice of products of Ash.

Further we undertake that:

- 1. We will utilize the Ash for manufacturing only and will not misuse it.
- 2. We will quarterly provide the details of Ash lifted and products manufactured by us.
- 3. We will bear all the legal liabilities imposed by the government over the product manufactured.



All the information provided above are true to the best of our knowledge and we will abide all the terms and conditions mentioned above. We are well aware in case the information mentioned above is not correct or the terms & conditions are not followed our permission can be terminated.

Thanking You,
For USER

Encl: 1). Vehicle wise lifting details (date, vehicle no., weight, weighment slip no, GSTR 3B,Invoices

ANNEX-IIA-2

UNDERTAKING

(On Official Letter Head of the Buyer)
(To be submitted along with Technical Bid)

To,
GMR Warora Energy Limited,

Subject: Undertaking for End User Certificate of Ash.

Dear Sir,

This is to certify that we M/S _____ the bidder for purchasing the GMR Warora Energy Limited Ash against Bid Specification No. GWEL ASH OFA 01; Dt: xx.xx.2023 OR E - Tender No. _____ declared that we are the End User of Ash for manufacturing of Cement/ Asbestos Sheet/ RMC (Ready Mix Concrete), RCC Pipes and Ash Building Products/ Other products of Ash.

Thanking you,

(Signature of authorized person)
(Name & Designation)

(Seal/ Stamp of Company)

ANNEX - IIB

Indemnity Format

INDEMNITY BOND

(TO BE EXECUTED ON RS. 500 NON JUDICIAL STAMP PAPER)

We _____ (Name of the Bidder) shall hold harmless and indemnify the GWEL _____ (Address) from and against damage, loss and expenses arising from any:

- Non observance of environment acts, guidelines issued from time to time by MOEF & CC, UPPCB, CPCB etc.
- Also from any accidents; arising in or due course of loading (taking of Ash) & Transportation; to any of the GWEL Officials, Contractors, Contract Labours, Associate Agencies of GWEL.

If any action in court is brought out by third party against the GWEL or an officer or agent of GWEL for the failure or neglect on the part of the firm, _____ (Name of the Bidder) to perform any acts, matters, covenants or things under the agreement, or for damage or injury caused by the alleged omission or negligence on the part of the firm, his agents, representatives or his Sub-Contractors, Workmen, Suppliers or Representatives / Employees, the firm shall in such cases indemnify and keep the GWEL and/or its representative harmless from all loses, damages, claims, expenses or decrees arising out of such action.



We _____ (Name of Bidder) at our own expense, defend and indemnify the GWEL _____ (Address) against all third party claims of Infringement of Intellectual Property Rights, including Patent, Trade Mark, Copy Right, Trade Secrete or Industrial Design Rules arising from use of the items or any part thereof. The GWEL shall not pay any compensation to any party resulting from such infringement and we shall be fully responsible for the same, including all expenses and court and legal fees.

Place:

Signature:

Date:

Name:

Designation:

Official Seal:

Witness:

1. _____
2. _____

ANNEX-IIC

UNDERTAKING
(On Official Letter Head of the Buyer)

To,

Date:

GMR WARORA ENERGY LIMITED

Subject: Undertaking for Compliance of MOEF & CC and State PCB Norms

Dear Sir,

This is to certify that we M/S _____ the bidder for the GMR Warora Energy Limited Ash against Bid Specification No. GWEL ASH OFA 01; Dt: XX.XX.2023 OR E - Tender No. _____ that the Ash, if allocated to us, shall comply with all the provisions of MOEF and State PCB Norms.

Thanking you,

(Signature of authorized person)



(Name & Designation)

(Seal/ Stamp of Company)

ANNEX - IID

UNDERTAKING
(On Official Letter Head of the Buyer)

To,

Date:

GMR WARORA ENERGY LIMITED

Subject: Undertaking for Compliance to Uplift Minimum Quoted Quantity of DFA Allocated.

Dear Sir,

This is to certify that we M/S _____ the bidder for the GMR WARORA ENERGY LIMITED Ash against Bid Specification No. GWEL ASH OFA 01; Dt: XX.XX.2023 OR E - Tender No. _____ that the Ash, if allocated to us, shall Uplift minimum quoted quantity without any deviation & without any spillage on roads etc.

Thanking you,



(Signature of authorized person)

(Name & Designation)

(Seal/ Stamp of Company)

ANNEX - IIE

UNDERTAKING
(On Official Letter head of the Buyer)

To,

Date:

GMR WARORA ENERGY LIMITED

Subject: Undertaking for Compliance of Safety Provisions of State Factory Act and Safety Norms and Guidelines of GWEL

Dear Sir,

This is to certify that we M/S _____ the bidder for the GMR Warora Energy Limited Ash against Bid Specification No. GWEL ASH OFA 01; Dt: XX.XX.2023 OR E - Tender No. _____ that the Ash, if allocated to us, we will comply all Safety Provisions of State Factory Act and Safety Norms and Guidelines of GWEL Ltd.

(Signature of authorized person)



(Name & Designation)

(Seal/ Stamp of Company)

ANNEX – III

(ON BIDDER’S LETTERHEAD)
STATEMENT OF DEVIATIONS / EXCLUSIONS

Bidder’s Offer Ref. No.

Date

To,

GMR WARORA ENERGY LIMITED

Dear Sir,

We declare that there are no deviations from the terms and conditions outlined in your Bidding documents.

Date: _____

Signature _____

Place: _____

Name _____

Designation _____

Common Seal or Stamp _____

CHECK LIST FOR SUBMISSION ALONG WITH DOCUMENTS

Name of Bidder:

Address:

Sl. No.	Description of Check Points	YES / NO/NOT APPLICABLE	Remarks
1	Submitted documents related to Qualification requirements & turnover details supporting your eligibility, complete in all respects		<ol style="list-style-type: none"> 1. Audited balance sheet of last three Financial Years showing business turnover, Profit and Loss Account etc. 2. Undertaking for usage of Ash – Annexure II A
2	Whether submitted Bid Security of required value as per requirement of the bid document		Bid Security for different quoted quantities are different and required to be submitted accordingly.
3	Whether the bidder has registered and completed the formalities for registration with mjunction		Please write the registration number
5	Whether the Bidder Details at Annexure-IX have been filled and submitted		



6	Whether the form of acceptance of Fraud Prevention Policy at Annexure – X has been filled and submitted		
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Date:

(Name & Signature of Bidder)

ANNEX-V

Form of Performance Bank Guarantee

To

GUARANTOR: BANK

GUARANTEE NUMBER: _____

PRINCIPAL :

(hereinafter referred to as "Contractor"):

BENEFICIARY: GMR WARORA Energy Limited, having it's registered office at SKIP House ,25/1 Museum Road Bangalore -560025 (hereinafter referred to as "Owner"): .,

Agreement to which this Guarantee relates:

Agreement for(hereinafter referred to as the "Agreement").

Aggregate Maximum Amount of Rs ONLY.

This Guarantee:, equivalent to [.....%] of the aggregate of the Contract Price

Expiry Date:

Final Expiry Date : (3 Months after the Expiry Date).

We, ,[Bank].. ., having our registered office at being the Guarantor under this Guarantee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby irrevocably and unconditionally guarantee and undertake, subject to no other conditions to pay to you, the abovementioned Owner, or such other persons for the time being entitled to the benefit hereof, upon your written request, any sum or sums up to the Aggregate Maximum Amount of this Guarantee as amended from time to time, upon any failure by the Contractor to fulfill any of the conditions of the Agreement required to be performed during the performance of the Contract , as determined by you in your absolute judgment.

We, as Guarantor, will effect payment forthwith upon receipt of your written demand, without proof, conditions, grounds or reasons for such demand for the sum specified therein, notwithstanding any contestations, claims, demands or objections made by the Contractor or any other third party and without any right to set-off or counterclaim

Any payment made hereunder shall be made free and clear of, and without deduction for or on



account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and whomsoever imposed. We, further, unconditionally acknowledge that any such demand by the Owner of the amounts payable by us to the Owner shall be final, binding and conclusive evidence in respect of the amounts payable by the Contractor to the Owner.

We agree that our obligations under this Guarantee are irrevocable, absolute and unconditional and shall remain in full force and effect till the Final Expiry Date without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever, including, without limitation: (i) any time or other indulgence granted by the Owner to the Contractor under the Contracts, (ii) any amendment, modification, supplementation or other variation of the Contract, (iii) any invalidity, irregularity or unenforceability of all or part of the Contract or any obligation of the Contractor under or pursuant thereto, (iv) any partial or complete performance of the Contract, (v) any lack of or limitation on the status or power of the Contractor, (vi) any winding-up, dissolution, receivership or bankruptcy of the Guarantor, the Contractor and any amalgamation, merger, reconstruction, reorganization or any change in the constitution of the Guarantor and/or the Contractor, or (vii) any other act, omission, event or circumstance which would or may but for this provision operate to prejudice, affect or discharge this Guarantee or our obligations hereunder.

We hereby waive notice of acceptance of this Guarantee and notice of any liability to which it may apply. Except with respect to the written demand for payment referred to above, we waive presentment, demand of payment, protest, notices of any kind and any right to require that resort be made to the Contractor or any other security.

We, as Guarantor, undertake to pay to the Owner any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Arbitration or Court or Tribunal relating thereto our liability under this Guarantee being absolute and unequivocal.

This Guarantee shall be a continuing security and accordingly: (i) it shall extend to cover any amount due at any time from the Contractor to Owner from time to time under the Contract upto the expiry date; and (ii) it shall not be discharged by an intermediate discharge or repayment by or for the account of the Contractor or any settlement of accounts between the Contractor and the Owner.

The benefit of this Guarantee may be assigned by you, without our consent, upon such terms as you may think fit to the lenders, which have agreed to extend credit facilities in connection with the Contract or to any other entity as you may deem fit.

The sums payable under this Guarantee shall be remitted by the Guarantor to the Owner's designated bank account the details of which will be informed to the Guarantor by the Owner in writing, and a remittance of sums payable hereunder into such designated account shall discharge the Guarantor of its liability hereunder to the extent of such remittance.

Notwithstanding anything contained hereinabove:

1) Our liability under this Guarantee shall not exceed the Aggregate Maximum Amount of this Guarantee;



2) This Guarantee will be valid up to the Expiry Date.

3) We shall be liable to pay any amount under this bank guarantee or part thereof only if we receive a claim or demand in writing on or before the Final Expiry Date.

This Guarantee shall be governed by and construed in accordance with laws of India.

This Guarantee shall be extended upon written instructions from the Owner to the Guarantor.

Upon the Final Expiry Date, this Guarantee shall become null and void, whether returned to the Guarantor for cancellation or not and any claim or statement received after the Final Expiry Date where applicable, shall be ineffective and not accepted.

[GUARANTOR BANK]

Place and Date Name:

By _____

Title:
Date:



BANK GUARANTEE VERIFICATION CHECKLIST

- 1. Bank Guarantee No.
- 2. Issuing Bank
- 3. Amount of BG
- 4. Nature of BG & No. of pages
- 5. Validity of BG
- 6. Package Description
- 7. Bidder/ Contracts Ref.
(Name , Address, Tel. & Fax No. email)
- 8. Bank Reference
(Name , Address, Tel. & Fax No. email)

CHECK LIST

Sl. No.	Detail of checks	Yes/No
1.	Is the BG on Non-judicial stamp paper of appropriate value, as per Stamp Act [i.e.....]
2.	Whether date , purpose of purchase of stamp paper and name of the purchaser are indicated on the back of stamp paper under the signature of stamp vendor ? (The date of purchase of stamp paper should not be later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing bank or the bidder on whose behalf the BG has been issued. Also, the stamp paper should not be older than six



months from the date of execution of BG).

- 3. In case of BGs from banks abroad, has the BG been executed on letter Head of the Bank.
- 4. Has the executing officer of BG indicated his name, designation and power of attorney No./signing power No., on BG?
- 5. Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including one witness under seal of bank as required in the prescribed proforma?
- 6. Does the Bank Guarantee compare verbatim with the Proforma prescribed in the Bidding Documents?
- 7. Are the factual details such as Bidding Documents No./ Specification No., Amount of BG , validity of BG correctly mentioned in the BG?
- 8. Whether overwriting/cutting, if any on the BG have been properly authenticated under signature & seal of executants?
- 9. Whether BG has been issued by a Bank in line with the provisions of Bidding documents?



10. In case BG has been issued by a Bank
 other than those specified in Bidding
 Documents, is the BG confirmed by a
 Bank in India acceptable as per Bidding
 Documents?

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Name of Bidder).....

(Common Seal).....

Note: The Bidder is required to fill up this form and enclose along with the Bank Guarantee.

THE BANKS FROM WHICH BANK GUARANTEES CAN BE ACCEPTED**UPDATED SCHEDULED COMMERCIAL BANKS****(A) SBI AND ASSOCIATES**

1. State Bank of India
2. State Bank of Bikaner & Jaipur
3. State Bank of Hyderabad
4. State Bank of Mysore
5. State Bank of Patiala
6. State Bank of Travancore

(B) NATIONALISED BANKS

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India
7. Corporation Bank
8. Dena Bank
9. Indian Bank
10. Indian Overseas Bank
11. Oriental Bank of Commerce
12. Punjab National Bank
13. Punjab & Sind Bank
14. Syndicate Bank



15. Union Bank of India
16. United Bank of India
17. UCO Bank
18. Vijaya Bank
19. Bank of Baroda
20. Bhartiya Mahila Bank

(C) SCHEDULED PRIVATE BANKS (INDIAN BANKS)

1. Catholic Syrian Bank
2. City Union Bank
3. Dhanlaxmi Bank Ltd.
4. Federal Bank Ltd
5. Jammu & Kashmir Bank Ltd
6. Karnataka Bank Ltd
7. Karur Vysya Bank Ltd
8. Lakshmi Vilas Bank Ltd
9. Nainital Bank Ltd
10. Kotak Mahindra Bank
11. RBL Bank Limited
12. South Indian Bank Ltd
13. Tamilnad Mercantile Bank Ltd
14. ING Vysya Bank Ltd
15. Axis Bank Ltd.
16. IndusInd Bank Ltd
17. ICICI Bank
18. HDFC Bank Ltd.
19. DCB Bank Ltd
20. Yes Bank Ltd
21. IDFC Bank Limited



MODEL AWARD LETTER FOR SUPPLY OF ASH FROM GMR WARORA ENERGY LIMITED

Ref. No.

Dated:

Letter of Award

To,

.....

Sub: Award Letter for “Supply of Ash” from Units of GMR Warora Energy Limited.

Dear Sir,

This has reference to the following:

- 1) a) Invitation for Bid Specification No.
 - b) Bid document Ref. No. _____ containing:
 - Invitation for Bid.
 - Instruction to the Bidders.
 - General Conditions of Supply.
 - Special Conditions of Supply and Annexures.
 - c) E-tender catalogue / document as published
 - d) Your offer submitted Ref. No. _____ dated _____
- 2) We are pleased to accept your above mentioned offer and allocate you _____MT / Annum of Ash from Ash Silo Units of GWEL for a period of One (01) Year.

3) Terms and Conditions of Supply:

The Contract shall be performed by you strictly in accordance with the terms & conditions contained in General Conditions of Supply & Special Conditions of Supply, E-tender Catalogue / Document, Definitions, its amendments, deletions & additions to the same attached herewith, except amendments/modifications specifically brought in this award letter.

All the deviations whether implicit or explicit, contained in your offer stand unconditionally withdrawn, without any cost implications to GWEL .



- a) **Contract Period:**
i) The Contract shall be effective from the date of issue of this LOA.
ii) The completion date of contract is one(01) Year
- b) **Period of Supply:**
Commencement date of issue of Ash is from _____ for the quantity mentioned above.
- c) **Price:**
The price of Ash is **Rs. _____/MT** (exclusive of all taxes & duties).
(Price revision clause (see Annex-XI) if applicable may be mentioned here).
- d) **Taxes & Duties:**
The buyer shall be liable and responsible for payment towards any taxes, duties, levies, octroi etc applicable/enforced (by State/Central Government) from time to time during the tenure of the contract. Such liabilities if any shall be paid by the buyer extra at actuals.
- e) **Price Adjustment:**
The price of Ash indicated at Para-3(c) shall remain firm for a period of One Year.
(Price revision clause if applicable (see Annex XI) may be mentioned here).
- f) **Consideration payable by the party:**
Allocated quantity of Ash for any year shall be divided into monthly quantity & amount payable based on this monthly quantity is to be deposited in advance (along with taxes and duties as applicable) in the form of RTGS / Demand Draft in favour of GMR WARORA ENERGY LIMITED. payable at Warora for the quantity of Ash to be lifted in next month.

Bank Account Details for RTGS Payment is as below:

Beneficiary name in Bank A/c	GMR WARORA ENERGY LIMITED
Account Type	CURRENT ACCOUNT
Bank Account No.	910020012607286
Name & Address of Bank	AXIS BANK / CORPORATE BANKING BRANCH MUMBAI
	12, Mittal Tower A Wing Nariman Point, Mumbai- 400021
Bank Branch RTGS IFSC Code	UTIB0001394

- g) **Contract Performance Guarantee (CPG):**
i. Contract Performance Guarantee (CPG) of Rs. _____/- [Rupees _____ Only] @ 5% of the value [Rs. _____/-] of Annual Allocated Quantity of _____ MT, has to be submitted within fifteen (15) days of issue of this Award Letter in the form of RTGS/Crossed Demand Draft. Account Detail is mentioned in Point No. 3(f) above.
ii. The CPG shall be released within Ninety (90) days after successful completion of contract in all respects
iii. For commencement of supplies, submission of CPG is a precondition.

4) **Compensation against shortfall & Termination of Contract:**

- a) **Compensation against shortfall during regular off-take:**



Compensation against Shortfall during off-take will be governed as per **Clause No. 57** of Special Conditions of Supply of contract document.

b) Termination of Contract:

Termination of Contract will be governed as per **Clause No. 58** of Special Conditions of Supply of contract document.

5) Delivery point:

- a) GWEL would deliver Ash from Ash Silo Units of the plant.
- b) Ash shall be considered to have been delivered as it passes into the buyer's vehicle at the loading point.

6) Pollution Control & Transportation of Ash:

All possible measures would be taken by buyer to avoid pollution to the satisfaction of the plant officials. Similarly, while transporting, no spillage of Ash would be permitted to avoid air pollution. If the process adopted by the buyer is found deficient, GWEL retains the right to stop the supply forthwith.

7) Safety:

The buyer would be responsible for the safety of its people for which the buyer should provide necessary safety gear to its workers.

The buyer shall be fully responsible for maintaining all the insurance covers as per law of land at its own cost.

8) Working Hours:

Delivery of Ash is intended to be given on all days excluding national holidays or as per Engineer-in-Charge.

9) Quality and Quantity of Ash:

GWEL would deliver Ash from designated delivery point on "as available basis". Ash shall be issued based on actual weighing. Weight so recorded shall be considered final. No dispute or complaint for quality or quantity will be entertained at a later stage.

10) Authorized Person:

A proper authorization in the format prescribed by EIC must be presented to Engineer-in-Charge, if the buyer wants to depute an agent/transporter on its behalf.

11) End Use Certificate:

Buyer shall invariably submit the certificate of the end use of Ash on yearly basis and also furnish any information required by GWEL related to ash lifting.



- 12) Buyer and its transporter would be entirely responsible towards MVI/RTO for overloading of Ash. GWEL in any case will not be held responsible for the same.
- 13) Only Chandrapur Court shall have the exclusive jurisdiction in all matters pertaining to the supply.
- 14) **Engineer-In-Charge:**
GMR appointed personnel will be the Engineer- In- Charge for the Contract.
- 16) **This letter of award is issued to you in duplicate:** you are requested to return a copy of the same duly signed as acknowledgement of the same within Fifteen (15) days of issuance of this letter.

(Signed by & on behalf of GWEL)

Encl.:

Booklet containing
Special Conditions of Supply (SCS),
General Conditions of Supply (GCS) and other terms & conditions.

(On official letter head of the Company)

Bidder Details
(For submission along with documents)

Sl. No.	Description	Details
1	Name of the Bidder	
2.	Status (Company / Individual / Partnership firm)	
3	Registered Address	
	Telephone No.	
	Fax No.	
4	Communication Address	
	Telephone No.	
	Fax No.	
5	LST / CST / TIN No.	
6	Shipping Address for Ash	
Authorised Person Details		
1	Name of the Authorised Person	
2	Designation	
3	Address for Communication	
4	Telephone No.	
5	Fax No.	
6	Email Id	

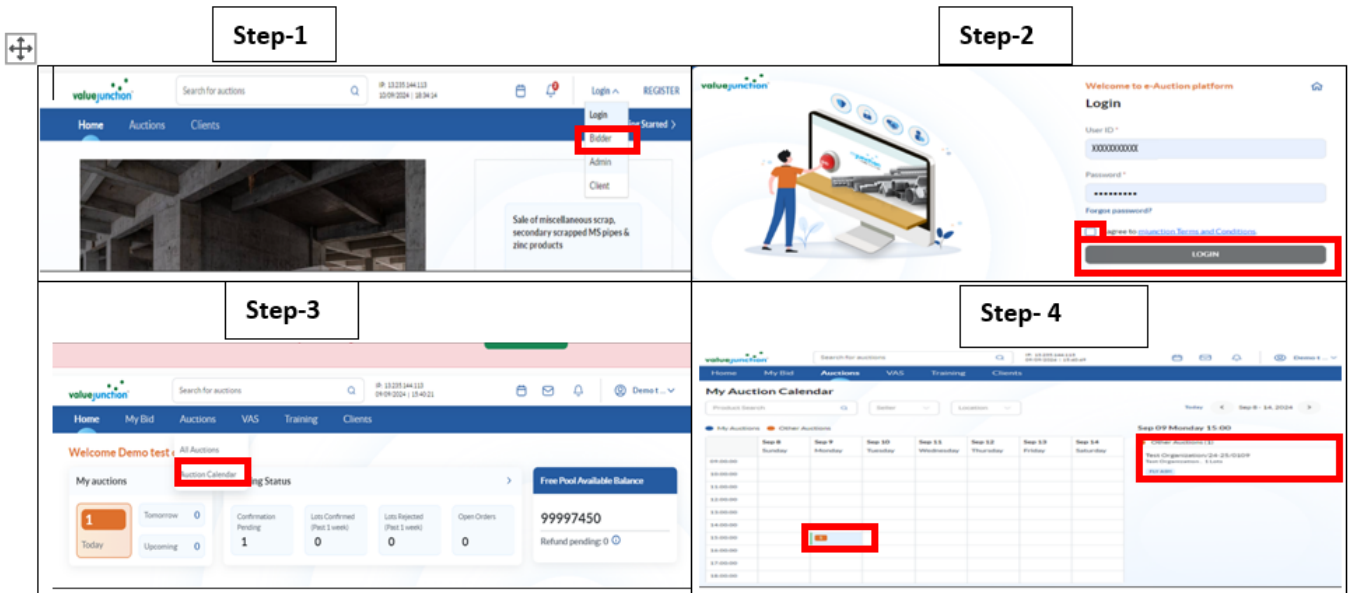
For and on behalf of _____ :
 Signature _____ :
 (Authorized Representative)
 Name _____ :
 Designation _____ :

ANNEX-XII

Login with your credentials

URL : **https://auction1.metaljunction.com/**

User manual for document uploading on mjunction portal



Step-1

Step-2

Step-3

Step-4

Step-5

Test demo_09_09_2024.vj
 Schedule: Sep 09, 2024 | 03:30 PM
 Lots available: 1 Lot | EMD type: One Time
 Auction type: BUCKET FILLING
 Test Master Organization: Test Organization
 DOWNLOAD CATALOGUE | **SUBMIT QUALIFICATIONS**

Step-6

Submit qualifications (0 / 4 file uploaded)
 Upload your documents to participate in auction. Supported format PDF and JPEG only. Size upto 5MB. Make sure image is not blurred.
 Upload below documents before 27/07/2024 22:30:00.
 Bid Letter [UPLOAD]
 Bid Security [UPLOAD]
 Power of Attorney [UPLOAD]
 Affidavits [UPLOAD]

Step-7

Submit qualifications (4 / 4 files uploaded)
 Upload your documents to participate in auction. Supported format PDF and JPEG only. Size upto 5MB. Make sure image is not blurred.
 Upload below documents before 27/07/2024 22:30:00.
 Bid Letter: 1722098197765_46415_1.pdf [Uploaded] [UPLOAD]
 Bid Security: 1722098298793_46415_1.pdf [Uploaded] [UPLOAD]
 Power of Attorney: 1722098329957_46415_1.pdf [Uploaded] [UPLOAD]
 Affidavits: 1722098357267_46415_1.pdf [Uploaded] [UPLOAD]
 EMD payment amount: ₹ 5 | VIEW/REJECT LOTS | **CONTINUE**

Step-8

Schedule: Jul 27, 2024 | 07:00 PM | Version: 1.0
 Lots available: 1 Lot | EMD type: One Time
 DOWNLOAD CATALOGUE | **VIEW/REJECT LOTS**

Lot ID	Lot Description	Product	State	Quantity (SQM)	Est.	EMD
1	Fly Ash	MS	WEST BENGAL	3000 MT	INR 23,324	5

EMD payment amount: ₹ 5 | VIEW/REJECT LOTS | **CONTINUE**

Step-9

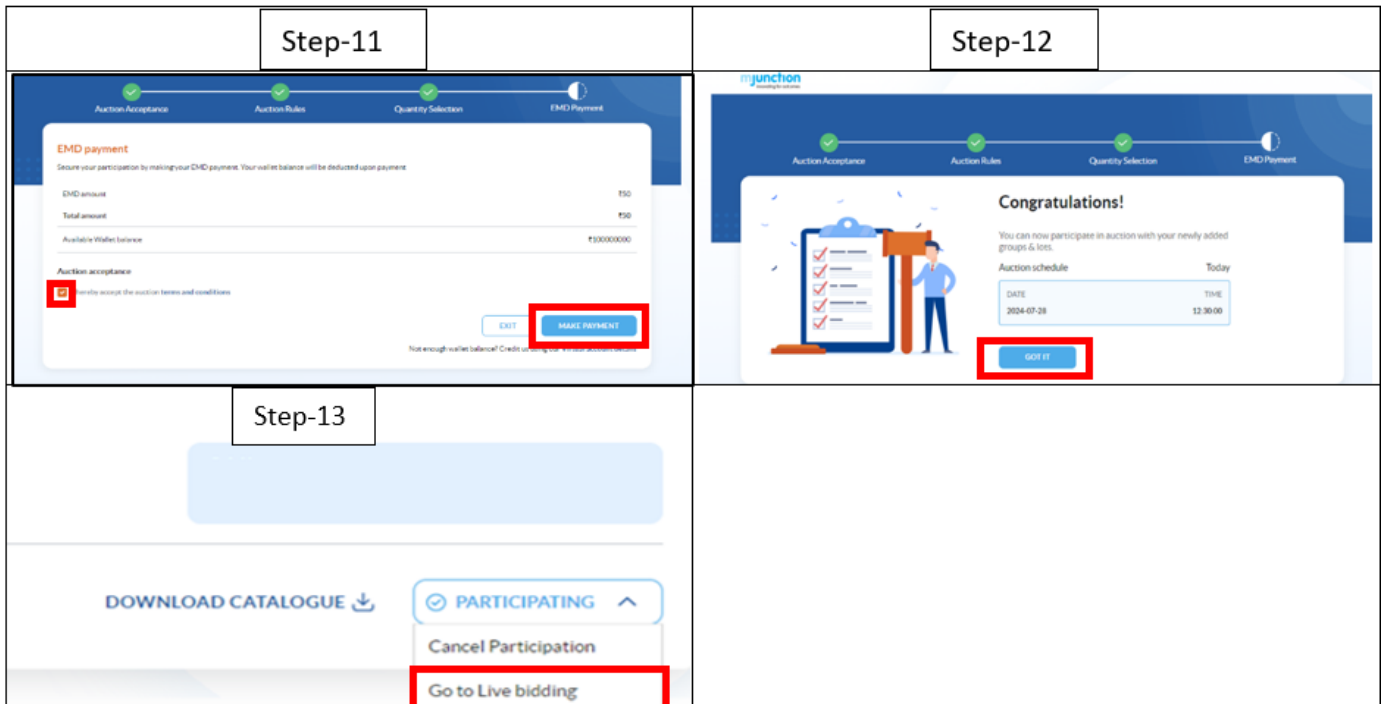
Auction overview (EMD ₹ 5)
 1. Inspections → 2. Participation → 3. Winner → 4. Payment → 5. Lifting
 Would you like to confirm payment?
 Yes [] No [] (Yes, I am participating with the bidding amount)
NEXT

Step-10

Quantity selection (EMD ₹ 5)
 Choose your desired quantity based on availability for each lot.

Lot ID	Lot Description	Quantity	Allowed Quantity	Qty Quantity	Per Unit EMD	Total EMD
1	Fly Ash	300	50-300	50	1	50

 SAVE & EXIT | **NEXT**



Step-1 & 2	<ul style="list-style-type: none"> ❖ Visit https://auction1.metaljunction.com ❖ Click on Login Button and select “Bidder” ❖ Enter Login ID and Password ❖ Tick the check box to accept terms and conditions ❖ Click on Login Button
Step-3 & 4	<ul style="list-style-type: none"> ❖ Search the auction through the “Search” box or else searched from “Auction Calendar”. After clicking on “Auction Calendar,” a new window will appear on the screen, allowing the buyer to search for auctions on a specific date.
Step-5 to 7	<ul style="list-style-type: none"> ❖ Click on Submit documents button for submission of Techno-Commercial documents.
Step- 8 & 9	<ul style="list-style-type: none"> ❖ Click on ‘Participate’ button and select the appropriate option from the dropdown and select the required option for training. ❖ Proceed further for the attachment confirmation
Step- 10	<ul style="list-style-type: none"> ❖ Enter the quantity you would like to attach in the ‘My quantity’ column click on “Next” button.
Step- 11	<ul style="list-style-type: none"> ❖ Tick on the check box at the left side and then click on ‘Continue’ button.
Step- 12	<ul style="list-style-type: none"> ❖ System will show you the confirmation message once you are Submitted the EMD. ❖ Click on “Got it”
Step- 13	<ul style="list-style-type: none"> ❖ Click on ‘Participating’ button and select ‘Go to Live Bidding’ from the dropdown

ANNEXURE XIII

Auction Methodology: Yankee Auction:

- ✚ Auction will be conducted with 'Yankee' auction methodology. In this method, the customer needs to quote the required quantity and the rate per unit in the online auction.
- ✚ There will be a start price and the same will be shown on the bid screen. No bid will be accepted below the start price.
- ✚ A bidder must submit a price bid that matches or exceeds the last bid price, and a quantity bid that is equal to or greater than the current allocated quantity. At the same time, the bidder must also ensure that at least either the bid price or the quantity is revised upward.
- ✚ The bidders will be able to see their own placed bid rate and quantity.
- ✚ Quantity allocation will be displayed on screen to the respective bidders during auction run-time. This field is dynamic and changes from time to time during the auction run-time basis the valid bids received in the system and the available free quantity.
- ✚ The scheduled remaining time is shown in the bidding screen.
- ✚ There is an auto extension mechanism. In case a bid comes within a certain duration of scheduled closing time, the remaining closing time will be reset to a certain duration. The auto-extension duration will be mentioned in the auction document.
- ✚ Auction will close only when no further bids from any participating bidders are placed within the scheduled closing time (including extended period, if any).

Quantity Allocation & De-allocation:

Following criteria would be adopted in deciding the successful bidders:

- ✚ Precedence will be accorded to the highest bid price in the descending order (H1, H2, H3 and so on) as long as the offered quantity is available for allocation.
- ✚ If two or more buyers bid the same highest price, precedence for allotment will be accorded to the buyer who has placed the bid for the higher quantity.
- ✚ In case two or more buyers bid the same price and the same quantity, precedence will be given to the buyer who has accorded his bid first with reference to time.
- ✚ Accordingly, once all the available quantity is booked and further bids are received, deallocation would be done from the bidder who have been accorded least precedence at the time of allocation and so on.

Illustration on Auction Process



Parameters:

- ✚ Total offered quantity: 10000 Tons (Ten thousand tons)
- ✚ Minimum Bid Quantity: 100 Tons
- ✚ Start Bid Price: ₹ 100 per Ton.

1st Bid: Bidder-1 submits 1st bid for 5000 tons @ ₹ 100 per ton at 10:30 AM.

Scenario after 1st bid: Total demand is less than total offered quantity.

Quantity allocation status after 1 st Bid						
Bidder	Bid Time	Bid Rate (In INR/Ton)	Bid Quantity (In Tons)	Allocation (In Tons)	Total Qty. Allocated (In Tons)	Remarks
B-1	10:30:00 AM	₹ 100	5000	5000	5000	Total demanded quantity allocated as the quantity is freely available

2nd Bid: Bidder-2 submits a bid for 3000 tons @ ₹ 100 per ton at 10:31 AM

Scenario after 2nd bid: Total demand is less than total offered quantity.

Quantity allocation status after 2 nd Bid						
Bidder	Bid Time	Bid Rate (In INR/Ton)	Bid Quantity (In Tons)	Allocation (In Tons)	Total Qty. Allocated (In Tons)	Remarks
B-1	10:30:00 AM	₹ 100	5000	5000	8000	Total demanded quantity allocated as the quantity is freely available
B-2	10:31:00 AM	₹ 100	3000	3000		

3rd Bid: Bidder-3 submits a bid for 2000 tons @ ₹ 100 per ton at 10:32 AM

Scenario after 3rd bid: Total demand is equal to the total offered quantity.

Quantity allocation status after 3 rd Bid						
Bidder	Bid Time	Bid Rate (In INR/Ton)	Bid Quantity (In Tons)	Allocation (In Tons)	Total Qty. Allocated (In Tons)	Remarks
B-1	10:30:00 AM	₹ 100	5000	5000	10000	Total demanded quantity allocated as the quantity is freely available
B-2	10:31:00 AM	₹ 100	3000	3000		
B-3	10:32:00 AM	₹ 100	2000	2000		

4th Bid: Bidder-4 submits a bid for 2000 tons @ ₹ 110 per ton at 10:33 AM

Scenario after 4th bid: Total demand is more than the total offered quantity.

Quantity allocation status after 4 th Bid						
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Bidder	Bid Time	Bid Rate (In INR/Ton)	Bid Quantity (In Tons)	Allocation (In Tons)	Total Qty. Allocated (In Tons)	Remarks
B-1	10:30:00 AM	₹ 100	5000	5000	10000	<p>B-4 has been allocated the asked quantity as the bid price is higher than the other bidders.</p> <p>There is a tie in bid price among B-1, B-2 & B-3.</p> <p>However, B-3 placed bid for less quantity and at a later point of time compared to B-1 & B-2.</p> <p>Hence, B-3's quantity has been de-allocated as per the allocation & de-allocation logic.</p> <p>B-1, B-2 & B-4 have got their asked quantity as per the logic.</p>
B-2	10:31:00 AM	₹ 100	3000	3000		
B-3	10:32:00 AM	₹ 100	2000	0		
B-4	10:33:00 AM	₹ 110	2000	2000		