

MBPMPL/DRY FLY ASH-LIMITED LIMITED AUCTION /24-25 / OFA 01

Auction Date & Time : 13.12.24 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	06.12.2024
Document submission on portal	10.12.2024
Declaration of qualified bidders till	11.12.2024
EMD submission till (recommended)	13.12.2024
Buyer training till	13.12.2024
e-auction on	13.12.2024

Contact Information (MBPMPL) :

Station / Unit	Name	Mobile No.	email
MB Power (Madhya Prqadesh) Ltd, Laharpur, Murra Tola Tehsil Jaithari Anuppur	Sachidananda Mishra	8461004299	sachi.mishra@hpppl.in

Contact Information of mjunction: Mr. Pritam Bhattacharya – Bhattacharya.Pritam@mjunction.in - 7605053699
Mr. Gautam Schaan– 9582142085 - gautam.schaan@mjunction.in

SI No	FSD	Indicative Territory	Contact Details	Email ID
1	Mitesh Giradakar	Chhattisgarh & Madhya Pradesh	7596040406	mitesh.giradakar@mjunction.in
2	Prabhat Singh	Delhi, Uttar Pradesh & Utrkhand	7596059533	prabhat.singh@mjunction.in
3	Kamlesh Verma	Rajasthan, Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir	7605090375	verma.kamlesh@mjunction.in
4	Suvanil Mukherjee	Bihar & Jharkhand	9147018225	mukherjee.suvanil@mjunction.in
5	Satish Kumar	Odisha	9147074862	satish.kumar1@mjunction.in
6	Akash Chakraborty	West Bengal , Assam & other North East Region	7605090372	chakraborty.akash1@mjunction.in
7	Khizer Fakih	Maharashtra, Gujarat & Goa	9147178852	fakih.khizer@mjunction.in
7	Kulkant Shukla	FSD Coordinator (All Region)	-----	kulkant.shukla1@mjunction.in

Auction Engine : www.auction1.metaljunction.com

Valuejunction a business unit of mjunction services limited is pleased to be selected by MBPMPL (referred to as *The Client hereinafter*) for conduct of online auctions for disposal of Fly Ash. Fly Ash 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.auction1.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 MBPMPL. 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 MBPMPL’s end.

Participation Terms:

- Declaration as a qualified bidder by MBPMPL 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 “wallet ” section of your bidder login.

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

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.5/- per MT

Minimum quantity of fly ash that a bidder is allowed to bid for is 20,000 MT per Annum. Minimum EMD for participating in the auction is Rs 1,00,000/-

Minimum Bid increment – Rs 2/MT

Minimum Qty increment – 50 MT

Floor Price – Re 1/MT

Ceiling Price – Rs 301/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. A Pre-Bid EMD will be collected from the eligible bidders to participate in the online auction.
2. All eligible bidders must deposit sufficient Pre-Bid EMD into mjunction's account (account details will be mentioned in the auction catalogue). Bidders must ensure sufficient EMD balance in their mjunction's bidder ledger (Free-Pool of Virtual Account) before the auction.
3. Pre-Bid EMD to be calculated at a fixed rate per UOM basis (e.g., ₹ 5 per ton). There will also be a minimum bid quantity. The minimum Pre-Bid EMD will be calculated at the rate of per UoM (per ton) EMD for the minimum quantity. Every customer must at least pay the minimum Pre-Bid EMD to participate.
 - a. During the attachment procedure, the Pre-Bid EMD to be blocked basis the quantity for which the bidder is attached with the auction. However, after the auction, the Pre-Bid EMD will be blocked based on the actual quantity allocation. E.g., A customer wants to attach with the auction for 1 lac tons needs to deposit ₹ 5 lacs as Pre-Bid EMD (@ ₹ 5 per ton for 1 lac tons). System will block ₹ 5 lacs as Pre-Bid in time of attachment for participation, now after the auction if the customer finally gets an allocation of 60,000 tons, the EMD of ₹ 3 lacs (60,000 tons x ₹ 5) will be blocked and the rest (₹ 2 lac) will be released on lot approval.
 - b. In case the allocated quantity is below the minimum bid quantity, the EMD to be blocked basis the allocated quantity only. E.g., an auction has minimum bid quantity of 20000 tons and the Pre-Bid EMD is fixed @ ₹ 5 per ton. A customer is participating for 20000 tons (minimum quantity) with ₹ 1,00,000 (@ ₹ 5 per ton for 20,000 tons) as Pre-Bid EMD and gets an allocation of 15,000 tons after the auction. In this scenario, initially, an amount of ₹ 1,00,000 will be blocked as Pre-Bid EMD for participation. However, after the auction the Pre-Bid EMD of ₹ 75,000 (₹ 5 x 15000 tons) will be blocked and the rest amount (₹ 25,000) will be released on lot approval.

4. For the successful bidders, the Pre-Bid EMD for the allocated quantity as per the clause will be transferred to the seller.
5. For the unsuccessful bidders (who have got no allocation), the Pre-Bid EMD will be released to their 'Free Pool' after the closure of auction. Bidders can take the refund by applying online through the respective bidder login.
6. No Interest shall accrue on Pre-Bid EMD/SD

Specification No: MBPMPL/ DRY FLY ASH-LIMITED LIMITED AUCTION /24-25/ OFA 01

Date:13.12.2024

1.0 Introduction

MBPMPL (henceforth referred to as MB POWER (MADHYA PRADESH) 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 Dry Fly Ash as resource material. To facilitate this, MBPMPL wishes to supply Dry Fly Ash for a period of One (01) Year and Four (04) Months. MBPMPL thus invites online bids from eligible and interested buyers for purchase of Dry Fly Ash supplied by MBPMPL from the Unit of **MB POWER (MADHYA PRADESH) LIMITED** (henceforth referred to as MBPMPL) as mentioned below:

2.0 Scope of Supply

The Dry Fly 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 MBPMPL. Delivery of DRY FLY ASH to be made from Fly Ash Silos. The buyer(s) shall make arrangements for taking delivery by road in their own arranged bulkers/ covered trucks. The maximum quantity available for supply from MBPMPL is brought out as under:

Power Stations / Location	Quantity Available	quality to be supplied	Time Period of Supply
MB POWER (MADHYA PRADESH) LIMITED	6,50,000 MT	Dry fly ash - on “as available” basis	01 Year & 04 Months

Note: i). Minimum Bid Quantity per Buyer = 20000 MT / Annum (i.e. the minimum quantity which a buyer has to bid for). Minimum EMD required for participating in the auction is Rs 1,00,000/-

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 MBPMPL., which can be downloaded from the websites visit www.auction1.metaljunction.com referred below:

Period of Supply	01 Year & 04 Months
Submission of Bids	As per Catalogue
Bid Security	EMD @ Rs. 5 /MT, Minimum EMD required for participating in the auction is Rs 1,00,000/- Quoted Qty. of DRY FLY ASH in MT)

4.0 Procedure for Registration & Payment of Pre-Bid Security

1. For online registration, customer needs to visit www.auction1.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 are as mentioned above:

* 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. Gautam Schaan 9582142085; Gautam.schaan@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 www.auction1.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 to LIMITED AUCTION:

Bidder should be proprietorship firm / partnership firm / company.

- a) Bidder should be an End User / Industry of ash based products (They have to submit certificates issued by statutory authorities depicting that they are directly engaged in manufacturing manufacturer of Brick, Block, Tiles, sintered or cold bonded ash aggregates, fibre cement sheets, pipes, boards, panels, etc.
- b) The bidder should be registered with MSE clearly mentioning the manufacturing setup and capacity.

Note:

Manufacturers/End Users are also required to submit statutory license from government/Work Orders/Certificates from the client to prove that they are involved in manufacturing work using fly ash.

- IV). The bidder shall submit the indemnity bond to TPP indemnifying TPP any pecuniary loss arising out of noncompliance of State Pollution Control Board norms and rules, guidelines, acts of MOEF&CC. (**Annexure-IIB**)
- V). The bidder shall uplift the ash in bulkers/closed trucks only (without spillage on roads).
- VI). The bidder shall submit the Compliance of State Pollution Control Board norms and rules, guidelines, acts of MOEF &CC. (**Annexure-IIC**)
- VII). The bidder shall give an undertaking for lifting a minimum quoted quantity without any deviation. (**Annexure-IID**)
- VIII)The bidder has to give an undertaking of complying with all safety provisions of State Factory Act and safety norms and guidelines of MBPMPL. (**Annexure-IIE**)
- IX). All the ash shall be equitably distributed to the awarded bidders through Book Building process by tendering through M/s mjunction Services Ltd after being declared successful in the auction for the qualified quantity.
- X). The Company shall comply norms as stipulated by MOEF& CC for free issue of Dry Fly Ash
- XI). For sale of Ash through Auction, opportunities shall be given to each of those Vendors who bid for purchase of minimum of 5,000 MTPA Dry Fly Ash, and remaining quantity of ash shall be issued to interested vendors at prorata basis at discretion of MBPMPL
- XII). Initially the agreement with successful bidders for purchase of Dry Fly Ash shall be for a period of one year and four months which may be further extendable up to another one year based on satisfactory performance of the bidder(s).
- XIII). The Floor price for sale of Dry Fly Ash shall be **Rs 1/MT** and final price shall be discovered by “**Book Building Auction Process**” by tendering process through M/s mjunction. Amongst successful cement manufacturing / End Users of DRY FLY ASH bidders.
- XV). EMD shall be submitted by bidders directly to mjunction at their website in line with point No. 4.0, for qualified quantities after evaluation of technical bid

7.0 Submission of Bids

Bids are to be submitted by the Bidders online in the mjunction website <https://www.metaljunction.com/> between the bid submission time as per time schedule indicated at Para 3 above respectively.

8.0 CONTACT PERSON AT MBPMPL

Station / Unit	Name	Mobile No.	Email
MB Power (Madhya Pradesh) Ltd, Laharpur, Murra Tola Tehsil Jaithari Anuppur Madhya Pradesh – 484330	Sachidananda Mishra	8461004299	sachi.mishra@hpppl.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.metaljunction.com/>

INSTRUCTIONS TO BIDDER

10.0 Introduction

MBPMPL, having office at **MB POWER (MADHYA PRADESH) LIMITED**, Laharpur, Murra Tola Tehsil Jaithari Anuppur **Madhya Pradesh – 484330** (hereinafter called “Seller/Supplier”) will sell/supply Dry Fly Ash from units of MBPMPL mentioned in the invitation for bid.

11.0 Scope of Supply

- (i) MBPMPL invites bids as specified in the e-tender catalogue – document / bid document for the Supply of Dry 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/ Hydro-Bins of the MBPMPL Station. in the buyer’s bulkers / covered trucks or by rail mode on as is where is basis.
- (ii) The scope of bidder under this tender is to take delivery of Dry Fly Ash from the designated delivery point **as mentioned above** in point (i), as detailed in the bid document, in their own bulkers/covered trucks.
- (iii) Total quantity of Dry Fly Ash in MT from the Station is available tentatively as per details given hereunder -.

Power Stations / Location	Quantity available	Quality to be supplied	Period of Supply
MB POWER (MADHYA PRADESH) LIMITED	6,50,000 MT	Dry fly ash - On “as available” basis	One (01) Year & Four (04) Months

NOTE: Minimum Bid Quantity per Buyer = 20,000 MT/ Annum, Total Available Quantity may vary +/- 20% on as and where basis Minimum EMD for participating in the auction is Rs 1,00,000/-

12.0 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.

13.0 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.

14.0 Bid Security

- i) The value of the Bid Security is as mentioned in Catalogue. Bid Security shall be submitted by technically Qualified bidders for participation in auction well before the cutoff date in line with **Point No.4.0**.

- ii) The Bid Security shall be deposited to mjunction through e-payment gateway as mentioned in the invitation for bid para 4.0 and 5.0.
- iii) 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.
- iv) Bid Security of successful Bidder (s) shall be returned only after submission of requisite amount of Contract Performance Guarantee (CPG).
- v) 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 MBPMPL. The EMD shall be forfeited if bidder fails to furnish contract agreement after declared successful bidder.

15.0 Submission of Bids

- i) 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.
- ii) **Late Bids**
There is no provision for submission of bids before or after the bid submission period.

16.0 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**.

17.0 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.

18.0 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.

19.0 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.

20.0 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 Dry Fly Ash from that originally specified in the bid documents without assigning any reason.

21.0 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 MB POWER (MADHYA PRADESH) LIMITED payable at New Delhi or through an Unconditional Irrevocable Bank Guarantee (as per MBPMPL Format) and verified as per Checklist. CPG submitted in the form of Bank Guarantee shall be valid for 365 Days in addition of period of Contract.

- i) 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 compensations shall be payable to the buyer.
- ii) For commencement of supplies, submission of CPG is a precondition.
- iii) Contract Performance Guarantee (CPG) shall be released within 90 (Ninety) days after successful completion of contract in all respects.

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.

22.0 Understanding and Clarification of Bid Documents.

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

23.0 Award for supply of Dry Fly Ash

- i) The Supplier will issue Award Letter of allocation for sale of Dry Fly Ash in writing to the successful Bidders. The successful bidder shall return the duplicate copy of the award letter duly signed & stamped as token of their acknowledgement.
- ii) Supplier shall be the sole judge in this regard.
- iii) 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.

24.0 Bid Proposal Schedule

Bidders are to quote **online** their Annual Quantity Requirement against the respective prices during the bidding period.

25.0 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.

26.0 Check List

- i)** The bidders are requested to duly fill in the Check List enclosed at **Annexure IV**.
- ii)** 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.

27.0 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

28.0 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.

29.0 Language of the Contract

All bids shall be submitted in English Language.

30.0 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.

31.0 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.

32.0 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 mjunction 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 mjunction 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.

33.0 Force Majeure

- i. For the purposes of this Agreement, "Force Majeure" means the occurrence of any event or circumstance or combination of events or circumstances that is beyond the reasonable control of a Party, has a material and adverse effect on the performance by that Party of its obligations under or pursuant to this Agreement, and that demonstrably could not have been foreseen by the Parties; provided, however, that such material and adverse effect could not have been prevented, overcome or remedied by the affected Party through the exercise of diligence and reasonable care; but provided, further, that the exercise of diligence and reasonable care will not include the obtaining or maintaining of insurance beyond the requirements of this Agreement.
- ii. Subject to clause hereinabove, Force Majeure includes without limitation, the following events and circumstances, but only to the extent that each satisfies the above requirements as provided under above clause:
 - a) Act of God,
 - b) fire, flood, earthquake, epidemic, pandemic, natural disaster or extreme natural event,
 - c) war, riot, insurrection, civil commotion, mobilization or military, call up of a comparable scope, which has been notified in accordance with this Clause any direction, judgement, decree or any other order passed by any judicial/quasijudicial/administrative authority and/or any direction passed by the government authority/(ies) restraining the performance of obligations, whether in part or in full, of the affected party provided that such orders or directions must not emanate out of actions directly attributable to the affected party, or
 - d) any event owing to any restrictions, directives/directions imposed or passed by the government, judicial, quasi-judicial authorities if they impede or delay the performance of the Agreement (Force Majeure Events).
- iii. FORCE MAJEURE EXCLUSIONS: Force Majeure will expressly not include the following conditions, except and to the extent that they result from an event or circumstance otherwise constituting Force Majeure:
 - a) prevailing weather conditions at the place of performance of the services, including during monsoon periods;
 - b) failure or delay in performance by any Subcontractor;
 - c) any labour unrest/strikes or any other event of the like nature caused by ACC (which includes its subcontractors) shall not be considered as a force majeure occurrence
- iv. In the event of a Force Majeure occurrence, the Party that is or may be delayed in performing the Agreement shall notify in writing to the other Party without delay but not later than fifteen (15) business days on the initiation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimize effects of such Force Majeure Event. Provided, however, that the occurrence of such an event would entitle the Parties to renegotiate the time frame for performance of the respective obligations, taking into consideration the nature of such event. In such a situation, the Party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other Party for the default or breach of this Agreement for the period of failure or delay. If the said notice is not received by the other Party within fifteen (15) business days, after the Party who fails to perform knew or ought to have known of the impediment, it is liable for damages resulting from such non-receipt.
- v. Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. Upon the cessation of the event of Force Majeure, the Party declaring Force Majeure shall immediately but not later than three (3) business days give notice thereof to the other Party.
- vi. Neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any

Force Majeure Event or exercise of any right pursuant hereof. The costs associated with taking all steps required to mitigate the effects of the Force Majeure Event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable shall be borne by the respective Parties.

34.0 Insurance & Buyer's Liability

- i) The Buyer shall be fully responsible for maintaining all the insurances as per law of land at its cost.
- ii) The Buyer shall at all times indemnify the MBPMPL 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.

35.0 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 dry fly ash or issue of reduced quantity of Dry fly ash for any reason whatsoever.

36.0 Indemnity for defense of Suits

- i. Buyer shall indemnify, defend and hold harmless MBPMPL and/or its officials, personnel, representatives etc. for any actions, proceedings, suits, accounts, claims, dues, damages, costs (including, but not limited to, legal fees and other professionals), losses, expenses, penalties, demands or liability (a) arising out of any occurrence, including, Buyer's breach of this Agreement or any negligent or intentional acts or omissions of Buyer or its representatives, or (b) any third party claims arising from Buyer's performance or its transporter's performance under this Agreement or (c) in connection with any claim/penalties relating to this Agreement.

37.0 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 dry fly ash and /or the Contract Performance Guarantee deposited by the buyer.

38.0 Safety Requirements

The buyer shall ensure safety and security of all its personnel as per Contractor Safety requirement policy of MBPMPL, 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 MBPMPL and their own personnel at delivery site.

39.0 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.

40.0 Jurisdiction of Court

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

SPECIAL CONDITIONS OF SUPPLY

41.0 Scope of Supply

- i) Supplier (i.e. MBPMPL) would be in a position to make available allocated quantity of Dry Fly Ash subject to availability, Force Majeure conditions and unplanned outage of the units of MBPMPL.
- 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: 6,50,000 MT
- iv) Period: 01 Years & 04 Months

42.0 Working Hours

Delivery of Dry Fly Ash is intended to be given on all weekdays including Sundays.

43.0 Delivery Point

- i) The point of delivery by MBPMPL shall be the Fly Ash silos of MBPMPL Anuppur TPP.
- ii) Dry Fly Ash shall be considered to have been delivered as it passes into the buyer's vehicle at the loading point.

44.0 Quality of Dry Fly Ash

MBPMPL would deliver Dry Fly Ash at designated delivery point(s) on "as available" basis.

45.0 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 46 & 47** in Rupees per MT.
- ii) All statutory duties / taxes / levies shall be charged extra.

46.0 Price & Bidding Methodology

EXAMPLE

- a) The minimum **Floor Price of Fly Ash will be decided by MBPMPL is Rs 1 per Metric Ton.** Bidders may quote the Annual Quantity required against a price starting from the Floor Price and in multiples of Rs. 2/MT (Ten) i.e. Rs. X, X+2, X+4,and so on upto the Ceiling Price of Rs. W per MT.
- b) Parties may quote different quantity they would like to off-take at different rates within the specified range. The quantity at particular rate, quoted by the bidder shall be deemed acceptable for evaluation / allocation towards all the rates below the quoted rate, unless otherwise specifically mentioned. (See Example below)

Rate (Rs. / MT)	Party A	Party B	Party C
	Quantity (MT/Annum)	Quantity (MT/Annum)	Quantity (MT/Annum)
X			50000
X+2			
Y		45000	40000
Y+2			
Z			30000
Z+2			
X1		30000	20000
X1+2			
W	50000		10000

Case-1: Quantity 50000 MT quoted by the Party A against the rate of Rs. W shall be valid for all the rates up to Rs. X which is below Rs. W, since the party has not quoted any quantity against the rate of Rs. XI, Rs. Z, Rs. Y, Rs.X etc.

Case-2: The quantity 30000 MT quoted by the Party B against the rate of Rs. X1 shall be valid for the rate up to Rs. Y+2 only, since the party has specified the quantity of 45000 MT against the rate of Rs. Y and this quantity of 45000MT shall be valid up to Rs. X.

Case-3: The quantity of 10000 MT quoted by the Party C against price Rs. W shall be valid upto Rs. X1 + 2 and quantity 20000 MT quoted against price Rs. X1 shall be valid upto Rs. Z+2 and so on i.e. quantity 40,000 MT quoted at Rs. Y shall be valid upto RS. X+2 and quantity 50,000 MT shall be valid for Rs. X only. Bids price quoted below Rs. X per MT and or above Ceiling price of Rs. W per MT will not be considered.

47.0 Evaluation Criterion of Bids

Price Discovery and Quantity for Allocation

1. There is no cut-off limit for the total quantity demand in the auction, below which the auction may be cancelled or declared unsuccessful. Any quantity demand will lead to price discovery and quantity allocation.
2. For Cumulative Quantities quoted by bidders (for the entire contract period), the price at which maximum revenue is generated will be discovered as Award Price.
 - a. Among the price points for which bids received in the auction, maximum revenue generation will decide the discovered award price.
 - b. In the case of a tie between multiple price points against the maximum revenue, the discovered award price will correspond to the higher price point.
 - c. The quantity bid by each bidder at the discovered award price will be fully allocated to the respective bidders in case the total demand at the discovered price is less than or equal to the total offered quantity.

- d. In case the total demand at the discovered award price is more than the total offered quantity, the allocation will be on a pro-rata basis.
3. Bids at Discovered Award Price and above will be the successful bids and quantity will be allocated to them as per the clauses mentioned in the bid documents.

All allocation shown above are system allocation and provisional in nature. Final allocation is subject to the approval from the seller.

48.0 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.

49.0 Award price

Discovered Price shall be the award price and shall remain firm for the duration of agreement.

50.0 Period of Supply

Duration of Supply of Dry Fly Ash from MBPMPL Plant shall be for a period of One (01) Year & 04 Months.

51.0 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.

52.0 Payment Terms & Bank Charges

- i) Delivery shall be made against advance payment in the form of NEFT/RTGS/ Bank Transfer in favor of “MB POWER (MADHYA PRADESH) LIMITED” payable at Anuppur. 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.
- ii) All Bank Charges shall be borne by the buyer.

53.0 Commencement of first off take

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

54.0 Weighment for Invoicing

Dry Fly Ash shall be issued based on actual weighment. Weight so recorded shall be considered final.

55.0 Compensation against shortfall during regular off take

- i) After commencement of first off take, buyer will be required to lift dry fly 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 prorata 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.

56.0 Termination of Contract

56.1. In case, Dry Fly Ash offtake falls below 80% of the contracted or adjusted quantity (whichever is lower), during any three consecutive months on cumulative basis, MBPMPL 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 55** 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.

56.2. 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 55** above shall be payable by the buyer.

56.2.1. 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.

57.0 Shortfall in supply by Supplier

- i) Dry Fly 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 Dry Fly Ash. Though all efforts will be made to maintain contracted quantity of Dry Fly Ash available, Supplier does not guarantee availability of Dry Fly Ash as per contracted quantity regularly and will not be liable for any compensation or damages for non delivery of required quantity of the Dry Fly Ash.

- ii) In case Supplier is unable to provide the average monthly/quarterly contracted quantity of Dry Fly 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 55** 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 56**.
- iv) Supplier may offer additional quantity of Dry Fly 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.

58.0 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 Dry Fly Ash. Such statutory liabilities, if any, shall be paid by bidder extra at actual.
- ii) All Dry Fly Ash will be sold on Designated Delivery Points / Ex Silo / Ex Works basis. Regarding exports of Dry Fly 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 MBPMPL against all such liabilities and losses on failure to fulfill the export obligations, if any.

59.0 Delivery

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

60.0 Responsibility during Transportation

- i. The buyer will be responsible for any kind of injuries or accidents caused to their employees or labourers or any other person and MBPMPL will not be liable in the matter. If any action is brought against the MBPMPL for payment of damages or compensations, the buyer shall indemnify the MBPMPL from all such action or claim from damages/compensation. If the MBPMPL is held liable for any compensation, buyer shall forthwith compensate the MBPMPL if any, such claim arose after expiry of the contract period.
- ii. The Buyer's transporter(s) shall have valid license of statutory, State Govt. / Central Govt. Authority for transportation of specified goods if required.
- iii. The buyer shall be solely responsible for proper management, transportation, unloading, handling, utilization etc. of DRY FLY ASH lifted by self or its hired agency(ies)/transporter(s) from the TPP on a daily basis, right from loading point at the Plant to its unloading points. The buyer shall be responsible for cleaning or handling of enroute spillage of DRY FLY ASH (if any due to mishandling or accident, as the case may be) in an

environment-friendly manner without causing fugitive dust emissions or inconvenience to the public. If Central or State Government Department(s)/Agency(ies)/Authority(ies), Local Body(ies) etc. raises their claim(s), compensation(s), penalty (ies) towards mishandling, improper transportation, enroute spillage, fugitive dust emission, environmental loss, accident(s) etc. shall be solely borne by buyer during/beyond tenure of this Agreement w.r.t DRY FLY ASH lifted under this Agreement.

- iv. Persons engaged by the buyer for the receipt of DRY FLY ASH from the TPP shall always follow all the rules & regulations and safety protocols of MBPMPL and shall follow the instructions of the authorized representative(s) of MBPMPL.
- v. That any spillage caused while loading and transportation of DRY FLY ASH shall be cleaned by the buyer immediately and without any delay, in terms of the relevant regulations. Any damage to MBPMPL's property/ equipment due to the action/negligence of the buyer or its transporter(s) shall be the liability of buyer and any cost on account of such repair shall be solely borne by the buyer.
- vi. MBPMPL reserves the right to recover the damages caused by vehicles or manpower deployed by the buyer in MBPMPL's premises; It is further clarified that if any vehicle/ personnel deployed by the buyer causes damage to the MBPMPL's property and/or conflicts with its staff, the same shall be blacklisted and/or the permit/entry pass shall be cancelled.

61.0 Billing

Supplier will issue Exit Gate Pass on daily basis and invoices on daily/weekly/fortnightly basis and shall deliver to the Buyer(s) an invoice showing the value of the Dry Fly Ash delivered for each day, along with applicable GST etc. and shall be adjusted against the advance payment made by the buyer(s) as per **Clause 52**.

(For and On Behalf of MBPMPL)

ANNEXURES

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 Dry Fly Ash. Details are as per ANNEXURE-IIA-2.

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	MSME 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 :

UNDERTAKING**(On Official Letter Head of the Buyer)****To,
MB POWER (MADHYA PRADESH) LIMITED,****[
Subject: Undertaking for manufacture of Brick, Block, Tiles, sintered or cold bonded ash aggregates, fibre cement sheets, pipes, boards, panels, etc using Dry Fly Ash.****Dear Sir,****This is to certify that we M/S _____ the bidder for purchasing the MB POWER (MADHYA PRADESH) LIMITED Dry Fly Ash against Bid Specification No. MBPMPL FLYASH OFA 01; DtXX.XX.2023 OR E - Tender No. _____ declared that the Dry Fly Ash, if allocated to us, shall be used in Manufacturing of Brick, Block, Tiles, sintered or cold bonded ash aggregates, fibre cement sheets, pipes, boards, panels, etc..****In case MBPMPL 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, (To be submitted after Ist Quarter from starting of lifting of Fly Ash)
MB POWER (MADHYA PRADESH) LIMITED,

Subject – Regarding utilization certificate of Fly Ash.

Dear Sir,

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

1. Detail of Dry Fly 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 –

- Full Address of the Plant –
- Capacity of the Plant –
- Product Manufactured and Daily Average Production –
- Total Quantity of Fly Ash required –
- Measures to avoid pollution from Fly 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 Fly Ash.

Further we undertake that:

- We will utilize the Fly Ash for manufacturing only and will not misuse it.
- We will quarterly provide the details of Fly Ash lifted and products manufactured by us.
- 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

UNDERTAKING**(On Official Letter Head of the Buyer)****To,
MB POWER (MADHYA PRADESH) LIMITED,**
(To be submitted alongwith Technical Bid)**Subject: Undertaking for End User Certificate of Fly Ash.****Dear Sir,****This is to certify that we M/S _____ the bidder for purchasing the MB POWER (MADHYA PRADESH) LIMITED Dry Fly Ash against Bid Specification No. MBPMPL FLYASH OFA 01; Dt: xx.xx.2023 OR E - Tender No. _____ declared that we are the End User of Fly Ash for manufacturing manufacture of Brick, Block, Tiles, sintered or cold bonded ash aggregates, fibre cement sheets, pipes, boards, panels, etc.****Thanking you,****(Signature of authorized person)
(Name & Designation)****(Seal/ Stamp of Company)**

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 MBPMPL _____ (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 Dry Fly Ash) & Transportation; to any of the MBPMPL Officials, Contractors, Contract Labours, Associate Agencies of MBPMPL.

If any action in court is brought out by third party against the MBPMPL or an officer or agent of MBPMPL 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 MBPMPL 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 MBPMPL _____ (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 MBPMPL 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. _____

UNDERTAKING
(On Official Letter Head of the Buyer)

To,

Date:

MB POWER (MADHYA PRADESH) 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 MB POWER (MADHYA PRADESH) LIMITED Dry Fly Ash against Bid Specification No. MBPMPPL FLY ASH OFA 01; Dt: XX.XX.2023 OR E - Tender No. _____ that the Dry Fly 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)

UNDERTAKING
(On Official Letter Head of the Buyer)

To,

Date:

MB POWER (MADHYA PRADESH) LIMITED

Subject: Undertaking for Compliance to Uplift Minimum Quoted Quantity of DRY FLY ASH Allocated.

Dear Sir,

This is to certify that we M/S _____ the bidder for the MB POWER (MADHYA PRADESH) LIMITED Dry Fly Ash against Bid Specification No. MBPMPL FLY ASH OFA 01; Dt: XX.XX.2023 OR E - Tender No. _____ that the Dry Fly 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)

UNDERTAKING
(On Official Letter head of the Buyer)

To,

Date:

MB POWER (MADHYA PRADESH) LIMITED

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

Dear Sir,

This is to certify that we M/S _____ the bidder for the MB POWER (MADHYA PRADESH) LIMITED Dry Fly Ash against Bid Specification No. MBPMPL FLY ASH OFA 01; Dt: XX.XX.2023 OR E - Tender No. _____ that the Dry Fly Ash, if allocated to us, we will comply all Safety Provisions of State Factory Act and Safety Norms and Guidelines of MBPMPL Ltd.

(Signature of authorized person)

(Name & Designation)

(Seal/ Stamp of Company)

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

Bidder's Offer Ref. No.

Date

To,

MB POWER (MADHYA PRADESH) 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		1. Audited balance sheet of last three Financial Years showing business turnover, Profit and Loss Account etc. 2. Undertaking for usage of Dry Fly Ash – Annexure IIA
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		

Date:

(Name & Signature of Bidder)

(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 Dry fly 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 :

ANNEXURE VII

Allocation logic under book building method

- a. The minimum Floor Price and Ceiling Price of Fly Ash per ton will be decided by the seller. Bidders may quote the required quantity (subject to eligibility and auction terms & conditions) against a price starting from the Floor Price and in multiples of a certain increment, e.g., Rs. 10 (Ten) i.e., Rs. X, X+10, X+20,and so on up to the Ceiling Price. (A Floor price of Rs. X and Ceiling price of Rs. W per MT considered in the table below.)
- b. Parties may quote different quantity they would like to off-take at different rates within the specified range. The quantity at a particular rate quoted by the bidder shall be deemed acceptable for evaluation / allocation towards all the rates below the quoted rate, unless otherwise specifically mentioned. (See Example below)

Rate (Rs. / MT)	Party A	Party B	Party C
	Quantity (MT/Annum)	Quantity (MT/Annum)	Quantity (MT/Annum)
X			50000
X+10			
Y		45000	40000
Y+10			
Z			30000
Z+10			
X1		30000	20000
X1+10			
W	50000		10000

- I. Quantity 50000 MT quoted by Party A against the rate of Rs. W shall be valid for all the rates up to Rs. X which is below Rs. W since the party has not quoted any quantity against the rate of Rs. X1 Rs. Z Rs. Y , Rs. X etc.
 - II. The quantity 30000 MT quoted by Party B against the rate of Rs. X1 shall be valid for the rate up to Rs. Y+10 only, since the party has specified the quantity of 45000 MT against the rate of Rs. Y and this quantity of 45000 MT shall be valid up to Rs. X
 - III. The quantity of 10000 MT quoted by Party C against price Rs. W shall be valid up to Rs. X1 + 10 and quantity 20000 MT quoted against price Rs. X1 shall be valid up to Rs. Z+10 and so on i.e. quantity 40,000 MT quoted at Rs. Y shall be valid up to RS. X+10 and quantity 50,000 MT shall be valid for Rs. X only.
- c. Bids price quoted below Rs. X per MT and/or above Ceiling price of Rs. W per MT will not be considered.
 - d. Bids once committed at a particular price point cannot be withdrawn/revised downwards.

Price Discovery & Allocation logic under book building method (Without Cut-off quantity booking)

4. There is no cut-off limit for the total quantity demand in the auction, below which the auction may be cancelled or declared unsuccessful. Any quantity demand will lead to price discovery and quantity allocation.
5. For Cumulative Quantities quoted by bidders (for the entire contract period), the price at which maximum revenue is generated will be discovered as Award Price.
 - a. Among the price points for which bids received in the auction, maximum revenue generation will decide the discovered award price.
 - b. In the case of a tie between multiple price points against the maximum revenue, the discovered award price will correspond to the higher price point.
 - c. The quantity bid by each bidder at the discovered award price will be fully allocated to the respective bidders in case the total demand at the discovered price is less than or equal to the total offered quantity.
 - d. In case the total demand at the discovered award price is more than the total offered quantity, the allocation will be on a pro-rata basis.
6. Bids at Discovered Award Price and above will be the successful bids and quantity will be allocated to them as per the clauses mentioned in the bid documents.
7. All allocation shown above are system allocation and provisional in nature. Final allocation is subject to the approval from the seller.

Illustrations on price discovery and quantity allocation:

Case 1

Tender Quantity (Total offered quantity)	100000
UOM	Metric Ton
Minimum auction quantity to be booked (Cut-off)	Not Applicable

Case 1: (Demand at all points are less than 100% of total offered quantity and less than cut-off)						
Price Point	Bidder 1	Bidder 2	Bidder 3	Total Demand (Cumulative quantity for which bid submitted)	Total Revenue	Total demanded quantity as a % of total offered quantity
100	30000	20000	10000	60000	6000000	60%
110	30000	20000	10000	60000	6600000	60%
120	30000	20000	10000	60000	7200000	60%
130	30000	20000	10000	60000	7800000	60%
140	30000	20000	10000	60000	8400000	60%
150	25000	15000	10000	50000	7500000	50%
160	25000	15000	10000	50000	8000000	50%
170	25000	15000	10000	50000	8500000	50%
180	25000	15000	10000	50000	9000000	50%
190	-	-	-	-	-	-
200	-	-	-	-	-	-

Outcome of case 1

- Total demand at various price points ranges from 50% to 60% of the total offered quantity.
- Maximum revenue (₹ 9000000) at price ₹ 180/MT, therefore discovered price is ₹ 180/MT.

Allocation (In tons)	Price Point	Bidder 1 (Quantity)	Bidder 2 (Quantity)	Bidder 3 (Quantity)
	₹ 180	25000	15000	10000

Case 2

Tender Quantity (Total offered quantity)	100000
UOM	Metric Ton
Minimum auction quantity to be booked (Cut-off)	Not Applicable

Case 2: (Demand at all points are less than 100% of total offered quantity)						
Price Point	Bidder 1	Bidder 2	Bidder 3	Total Demand (Cumulative quantity for which bid submitted)	Total Revenue	Total demanded quantity as a % of total offered quantity
100	35000	30000	30000	95000	9500000	95%
110	35000	30000	28000	93000	10230000	93%
120	33000	30000	28000	91000	10920000	91%
130	33000	27000	28000	88000	11440000	88%
140	33000	27000	25000	85000	11900000	85%
150	30000	27000	25000	82000	12300000	82%
160	30000	26000	25000	81000	12960000	81%
170	25000	15000	15000	55000	9350000	55%
180	25000	12000	15000	52000	9360000	52%
190	25000	11000	10000	46000	8740000	46%
200	15000	10000	10000	35000	7000000	35%

Outcome of case 2

- Total demand at various price points ranges from 35% to 95% of the total offered quantity.
- Maximum revenue (₹ 12960000) at price ₹ 160/MT, therefore discovered price is ₹ 160/MT.

Allocation (In tons)	Price Point	Bidder 1 (Quantity)	Bidder 2 (Quantity)	Bidder 3 (Quantity)
	₹ 160	30000	26000	25000

Case 3

Tender Quantity (Total offered quantity)	100000
UOM	Metric Ton
Minimum auction quantity to be booked (Cut-off)	Not Applicable

Case 3: (Tie in maximum revenue at multiple price points)

Price Point	Bidder 1	Bidder 2	Bidder 3	Total Demand (Cumulative quantity for which bid submitted)	Total Revenue	Total demanded quantity as a % of total offered quantity
100	50000	30000	18000	98000	9800000	98%
110	50000	30000	18000	98000	10780000	98%
120	45000	30000	18000	93000	11160000	93%
130	45000	28000	17000	90000	11700000	90%
140	45000	28000	17000	90000	12600000	90%
150	45000	28000	17000	90000	13500000	90%
160	45000	28000	16250	89250	14280000	89%
170	42000	27000	15000	84000	14280000	84%
180	35000	27000	14000	76000	13680000	76%
190	35000	27000	12000	74000	14060000	74%
200	35000	26000	10000	71000	14200000	71%

Outcome of case 3

1. Total bid quantity at different price points ranges from 71% to 98%
2. There is a tie in Maximum revenue (₹ 14280000) at price points of ₹ 160/MT and at ₹ 170/MT
3. Higher price among the tied price points selected, therefore discovered price is ₹ 170/MT

Allocation (In tons)	Price Point	Bidder 1 (Quantity)	Bidder 2 (Quantity)	Bidder 3 (Quantity)
	₹ 170	42000	27000	15000

Case 4

Tender Quantity (Total offered quantity)	100000
UOM	Metric Ton
Minimum auction quantity to be booked (Cut-off)	Not Applicable

Case 4: (Total bid quantity less than 100% at a few price points and more than 100% in some cases)

Price Point	Bidder 1	Bidder 2	Bidder 3	Total Demand (Cumulative quantity for which bid submitted)	Total Revenue	Total demanded quantity as a % of total offered quantity
100	50000	50000	40000	140000	10000000	140%
110	48000	40000	40000	128000	11000000	128%
120	48000	38000	40000	126000	12000000	126%
130	45000	38000	35000	118000	13000000	118%
140	45000	35000	35000	115000	14000000	115%
150	42000	35000	32000	109000	15000000	109%
160	42000	32000	32000	106000	16000000	106%
170	42000	30000	30000	102000	17000000	102%
180	25000	22000	28000	75000	13500000	75%
190	23000	22000	28000	73000	13870000	73%
200	20000	15000	25000	60000	12000000	60%

Outcome of case 4

1. Total bid quantity ranges from 60% to 140% of total offered quantity at different price points
2. Maximum revenue (₹17000000) at price points of ₹ 170/MT, hence discovered price is ₹ 170/MT
3. Quantity allocated on a pro-rata basis as the total demand is more than total offered quantity

Allocation (In tons)	Price Point	Bidder 1 (Quantity)	Bidder 2 (Quantity)	Bidder 3 (Quantity)
	₹ 170	41176.47	29411.76	29411.76

*** In case the total demand is more than the offered quantity, total revenue is calculated based on the total offered quantity and not on the total demand (cumulative demand) quantity.
Following is the basis for calculation shown. This will be applicable for all price points where total demand exceeds total offered quantity.

Price Point	Total Demand	Total Offered Quantity	Basis for total revenue calculation	Total Revenue	Remarks
₹ 170	102000 Ton	100000 Ton	Price x Total Offered Quantity	(₹ 170 x 100000) = ₹ 17000000	Total offered quantity is considered for total revenue calculation as the total demand is more than the total offered quantity