

BID DOCUMENT FOR

FLY ASH SALE

FROM

GMR Warora Energy Limited

**At Warora, Chandrapur District,
Maharashtra**

Document No:- GWEL /ASH-SALE/23-24/01, dated- 30/05/2023

INVITATION FOR BIDS FOR ASH SALE

GMR WARORA ENERGY LIMITED

Tender No: GWEL /ASH-SALE/23-24/01

Date- 12/06/2023

1. Introduction

GMR WARORA ENERGY LIMITED (henceforth referred to as “GWEL” or “Owner” 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 Fly Ash from the silos, ash pond, etc. (“Ash”) generated from its 2 x 300 MW coal based thermal power plant (“GWEL Plant”) as resource material in accordance with extant notifications, rules, regulations, orders, etc. To facilitate this, GMR WARORA ENERGY LIMITED, DISTT WARORA, MAHARASHTRA wishes to supply Ash for a period of 12 (Twelve) months. GMR WARORA ENERGY LIMITED thus invites bids from eligible and interested Bidders for purchase of Ash from its 2 x 300 MW unit as per terms mentioned below.

Available Ash at GWEL 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 of the terms and conditions as set out in these presents before submission of their proposal / BID for purchase Ash from GWEL. We thank you in advance for your kind cooperation and participation.

2. Quantity:

Tentative quantity annual generation quantity mentioned below for reference.

Power Stations / Location	Quantity Available	Ash quality to be supplied	Time Period of Supply
GMR WARORA ENERGY LIMITED	8,50,000 MT/annum (7,50,000 MT Fly Ash & 1,50,000 MT Bottom Ash).	on “as available” basis	01 Year

Total Available Quantity may vary +/- 20% on as and where basis.

3. Inspection: The intending bidder or his authorized representative may inspect the materials 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.

4. Participation Terms:

4.1 Submission of EMD in favor of “GMR Warora Energy Limited.” As per details mentioned below:

Beneficiary Name	GMR Warora Energy Limited (Operation and Maintenance)
Bank Name	AXIS BANK LTD
Branch Name	Corporate Banking Branch, Mumbai
Account No	910020012607286
IFSC Code	UTIB0001394

4.2 Pre Bid EMD to be deposited @ Rs. 1 Per MT.

4.3 Minimum quantity of Ash that a bidder is allowed to be bid on is 10000 MT and the maximum qty is 8,50,000 MT.

4.4 Minimum EMD for participating in the auction is Rs 10,000/-.

4.5 This Pre bid Deposit to Non-H1 bidders will be refunded within 7 working days through RTGS / NEFT.

4.6 The Prebid 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.

5.0 Bidding Details:

Detailed scope, terms and conditions are given in the Bid Documents for GWEL, which can be downloaded from the websites www.gmrgroup.in/energy/ referred below:

Period of Sale order	01 Year
Submission of Bids	As per Bid Document.
Bid Security	EMD @ Rs. 1 /MT, Minimum EMD required for participating in the auction is Rs 10,000/-

6.0 Procedure for participation and Payment of Pre-Bid Security

6.1 Proposal shall be submitted in sealed envelope at below address of GMR Warora Energy Limited.

GMR Warora Energy Limited
Mohbala | MIDC Worora Growth Centre | Post Worora Tehsil Worora
District Chandrapur | Pin Code 442907 |

6.2 Deposit of pre-bid EMD though RTGS / NEFT.

Bank details for Pre-Bid EMD submission:

Beneficiary Name	GMR Warora Energy Limited (Operation and Maintenance)
Bank Name	AXIS BANK LTD
Branch Name	Corporate Banking Branch, Mumbai
Account No	910020012607286
IFSC Code	UTIB0001394

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 contact person as above on the same day of the transaction. GWEL has no responsibility of delay in receipt of payment from the bank, in case buyers fail to inform by mail

7.0 Qualifying Requirements for the Bidder:

7.1 Bidder should be proprietorship firm / partnership firm / company.

7.2 Bidder should be an End User / producer of ash-based products.

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

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

7.3.1 For Fly Ash offtake quantity of 10000 MT per Annum: Rs. 15 lacs.

7.3.2 For Fly Ash offtake quantity more than 10000 MT and up to 50000 MT per Annum: Rs. 50 lacs

7.3.3 For Fly Ash offtake quantity more than 50000 MT and up to 200000 MT per Annum: 200 lacs

7.3.4 For Fly Ash offtake quantity more than 200000 MT per Annum: 300 lacs

7.4 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 as applicable. (Annexure-IIB).

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

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

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

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

7.9 For sale of Ash through Auction, Opportunities shall be given to each of those Vendors who bid for purchase of minimum of 10,000 MTPA Fly Ash, and remaining quantity of ash shall be issued to interested vendors at prorata basis at discretion of GWEL.

7.10 The price for sale of Ash shall be discovered by “**Book Building Process**” by tendering process amongst successful cement manufacturing / End Users of DFA bidders with below mentioned floor price for Bottom ash and Fly ash –

- **Fly Ash:** Floor Price Rs 80/MT.

Separate bid to be submitted for Bottom ash and Fly Ash.

8.0 Contact Person at GWEL.

For any assistance, please contact following persons at GMR Warora Energy Limited:

1. Mr. Sanjay Gantayet (M @ 9319412006 & E mail @ sanjay.gantayet@gmrgroup.in)
2. Mr. Vinod Kuranjekar (M @ 8380099824 & E mail @ vinod.kuranjekar@gmrgroup.in)
3. Mr. Pramod Khandelwal (M @ 8390903524 & E mail @ pramod.khandelwal@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: www.gmrgroup.in/energy/

10.0 Validity of Bids:

The Bidder shall keep the bid valid for a minimum period of ninety (90) days from the date of opening of the bid.

11.0 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 up to 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.

12.0 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.

13.0 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.

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

15.0 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 Ten Percent (10 %) 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 the prescribe GWEL Format) 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.

15.1 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 compensations shall be payable to the buyer.

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

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

15.4 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.

16.0 Understanding and Clarification of Bid Documents.

16.1 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.

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

17.0 Award for supply of Fly Ash:

17.1 The Supplier will issue Award Letter of allocation for sale of Fly 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.

17.2 Supplier shall be the sole judge in this regard.

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.

18.0 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.

19.0 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.

20.0 Check List:

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

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.

21.0 Deviation

Any Deviation taken in the terms and conditions of Bid Documents by the bidder will not be acceptable and bidder will not be allowed to bid and may result in forfeiture of Bid Security.

22.0 Working Hour:

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

23.0 Delivery Point

23.1 GWEL would deliver Fly Ash from the Fly Ash Silos and Ash Pond.

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

24.0 Quality of Ash

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

25.0 Methodology for Pricing:

Price chargeable to buyer(s) shall be the price discovered resulting from the bids received as per the methodology described in Clause 27 in Rupees per MT.

26.0 All statutory duties / taxes / levies shall be charged extra

27.0 Price & Bidding Methodology:

27.1 EXAMPLE

The minimum Floor Price of Ash is decided by GWEL as mentioned in clause no.7.10. 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,

27.2 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 up to Rs. X1 + 2 and quantity 20000 MT quoted against price Rs. X1 shall be valid up to Rs. Z+2 and so on i.e. quantity 40,000 MT quoted at Rs. Y shall be valid up to RS. X+2 and quantity 50,000 MT shall be valid for Rs. X only.

Bids price quoted below Rs. X per MT will not be considered.

28 .0 Evaluation Criterion of Bids:

Price Discovery and Quantity for Allocation

28.1 The price at which maximum revenue is generated will be the Discovered Price. In such case, the quantity quoted by the party at the Discovered Price will be allocated to the party.

28.2 In case the Cumulative Quantity quoted by the bidders is above the Tendered Quantity, the Discovered Price shall correspond to the Cumulative Quantity nearest to 100% and the Allocated Quantity shall be modified on prorata basis to the Tendered Quantity.

28.3 Bids at Discovered Price and above will be the successful bids and quantity will be allocated to them as mentioned above.

29.0 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.

30.0 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)

31.0 Period of Supply:

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

32.0 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.

33.0 Payment Terms & Bank Charges:

33.1 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 (OPERATION & MAINTENANCE)
Account Type	CA-SPECIAL
Bank Account No.	910020012607286
Name & Address of Bank	Axis Bank Limited
	12, Mittal Tower, A-Wing, Nariman Point, Mumbai, Maharashtra, 400021.
Bank Branch RTGS IFSC Code	Corporate Banking Branch (Mumbai), IFSC - UTIB0001394

All Bank Charges shall be borne by the buyer.

34.0 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.

35.0 Weighment for Invoicing:

Ash shall be issued based on actual weighment. Weight so recorded at Weighbridge available inside the GWEL Premises shall be considered final.

36.0 Compensation against shortfall during regular off take:

- 36.1 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).
- 36.2 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.
- 36.3 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.
- 36.4 Compensation due on a buyer, if not deposited separately will be deducted from the advance available or recovered from the CPG of the buyer.
- 36.5 Quarterly quantity shall be considered from the scheduled date of start till completion of quarter and subsequently so on till expiry of contract.

37.0 Termination of Contract:

- 37.1 In case, Fly 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 90% 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.
- 37.2 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.

37.3 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.

38.0 Shortfall in supply by Supplier:

38.1 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 Fly Ash. Though all efforts will be made to maintain contracted quantity of Fly Ash available, Supplier does not guarantee availability of 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 Fly Ash.

38.2 In case Supplier is unable to provide the average monthly/quarterly contracted quantity of 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 36 above shall be computed with respect to adjusted yearly / quarterly quantity.

38.3 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 37.

38.4 Supplier may offer additional quantity of 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.

39.0 Taxes, Duties, Levies etc.:

39.1 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 Fly Ash. Such statutory liabilities, if any, shall be paid by bidder extra at actual.

39.2 All Fly Ash will be sold on Designated Delivery Points / Ex Silo / Ex-Work's basis. Regarding exports of 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 seller against all such liabilities and losses on failure to fulfill the export obligations, if any.

40.0 Delivery:

40.1 Buyer should depute his authorized representative to the power station for co-ordination and taking delivery of Fly Ash.

40.2 Delivery will be from Silos till the Fly 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.

40.3 Supplier has right to suspend the delivery of 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.

40.0 Responsibility during Transportation:

The buyer will be responsible for any kind of injuries or accidents caused to their employees or labourers or any other person and seller will not be liable in the matter. If any action is brought against the seller for payment of damages or compensations, the buyer shall indemnify the seller from all such action or claim from damages/compensation. If the seller is held liable for any compensation, buyer shall forthwith compensate the seller if any, such claim arose after expiry of the contract period.

The Buyer's transporter(s) shall have valid license of statutory, State Govt. / Central Govt. Authority for transportation of specified goods if required.

41.0 Billing:

Supplier will issue Exit Gate Pass on daily basis and invoices on weekly/fortnightly basis and shall deliver to the Buyer(s) an invoice showing the value of the 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 54.

(For and On Behalf of GWEL)

GENERAL CONDITIONS OF SUPPLY

1.0 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.

2.0 Language of the Contract:

All bids shall be submitted in English Language.

3.0 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.

4.0 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.

5.0 Arbitration:

Any dispute arising under this Agreement with the bidder shall be considered first in person or by telephone by designated representatives of GMR Warora Energy 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 GMR Warora Energy 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.

6.0 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.

7.0 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 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 buyer's act/negligence while carrying out the contract.

8.0 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 Fly Ash or issue of reduced quantity of Fly Ash for any reason whatsoever.

9.0 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.

10.0 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 Fly Ash and /or the Contract Performance Guarantee deposited by the buyer.

11.0 Safety Requirements:

The buyer shall ensure safety and security of all its personnel as per Contractor Safety requirement policy of GMR (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.

12.0 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.

13.0 Jurisdiction of Court

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

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 Fly 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	2018-19			
2	2019-20			
3	2020-21			
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 authorization 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 :

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:

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

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 Fly Ash Energy Limited,

Subject: Undertaking for Usage of Fly 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 Fly Ash Energy Limited Fly Ash against Bid Specification No. GWEL FLYASH OFA 01; DtXX.XX.2022 OR E - Tender No. _____ declared that the Fly Ash, if allocated to us, shall be used in Manufacturing of Cement / Asbestos Sheet/ RMC (Ready Mix Concrete)/ RCC Pipes and Fly Ash Building Products/ Other products of Fly 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 1st Quarter from starting of lifting of Fly Ash)

To,
GMR Fly Ash Energy 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 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 -

- a. Full Address of the Plant -
- b. Capacity of the Plant -
- c. Product Manufactured and Daily Average Production -
- d. Total Quantity of Fly Ash required -
- e. 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:

1. We will utilize the Fly Ash for manufacturing only and will not misuse it.
2. We will quarterly provide the details of Fly 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 Fly Ash Energy Limited,

Subject: Undertaking for End User Certificate of Fly Ash.

Dear Sir,

This is to certify that we M/S _____ the bidder for purchasing the GMR Fly Ash Energy Limited Fly Ash against Bid Specification No. GWEL FLYASH OFA 01; Dt: xx.xx.2022 OR E - Tender No. _____ declared that we are the End User of Fly Ash for manufacturing of Cement/ Asbestos Sheet/ RMC (Ready Mix Concrete), RCC Pipes and Fly Ash Building Products/ Other products of Fly 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 Fly 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. _____

UNDERTAKING
(On Official Letter Head of the Buyer)

To,

Date:

GMR FLY ASH 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 Fly Ash Energy Limited Fly Ash against Bid Specification No. GWEL FLY ASH OFA 01; Dt: XX.XX.2022 OR E - Tender No. _____ that the 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:

GMR FLY ASH 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 FLY ASH ENERGY LIMITED Fly Ash against Bid Specification No. GWEL FLY ASH OFA 01; Dt: XX.XX.2022 OR E - Tender No. _____ that the 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:

GMR FLY ASH 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 Fly Ash Energy Limited Fly Ash against Bid Specification No. GWEL FLY ASH OFA 01; Dt: XX.XX.2022 OR E - Tender No. _____ that the Fly 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)

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

Bidder's Offer Ref. No.

Date:

To,

GMR FLY ASH 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 _____

ANNEX - IV

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 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		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)

ANNEX-V

Form of Performance Bank Guarantee

To

GUARANTOR: BANK

GUARANTEE NUMBER: _____

PRINCIPAL :

(hereinafter referred to as "Contractor"):

BENEFICIARY: GMR FLY ASH Energy Limited, having its registered office at XXXXX (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 fulfil 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:

**ANNEX-VI
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
22. Bandhan Bank Limited

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

Ref. No.

Dated:

Letter of Award

To,

.....

Sub: Award Letter for "Supply of Fly Ash" from Units of GMR Fly Ash 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 Fly 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 Fly Ash is from _____for the quantity mentioned above.

c) **Price:**

The price of Fly 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 Fly 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 Fly 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 Fly Ash to be lifted in next month.

Bank Account Details for RTGS Payment is as below:

Beneficiary Name	GMR Warora Energy Limited (Operation and Maintenance)
Bank Name	AXIS BANK LTD
Branch Name	Corporate Banking Branch, Mumbai
Account No	910020012607286
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 Fly Ash from Ash Silo Units of the plant.
- b) Fly 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 Fly 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 Fly 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 Fly Ash is intended to be given on all days excluding national holidays or as per Engineer-in-Charge.

9) Quality and Quantity of Fly Ash:

GWEL would deliver Fly Ash from designated delivery point on "as available basis". Fly 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 Fly 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 Fly Ash. GWEL in any case will not be held responsible for the same.

13) Only Dhenkanal High 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)

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

ANNEX - IX
 (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 Fly Ash	
Authorized Person Details		
1	Name of the Authorized 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 X

Allocation logic under book building method

1. The price at which maximum revenue is generated will be the Discovered Price. In such case, the quantity quoted by the party at the Discovered Price will be allocated to the party.
 - a. Among the price points for which total bid quantity is offered maximum revenue to GWEL will decide the discovered price
 - b. In case of a tie between multiple price points against the maximum revenue, the discovered price will correspond to the higher price point
 - c. The quantity bid by each bidder at the discovered price will be allocated to the respective bidders
2. In case the Cumulative Quantity quoted by the bidders is above the Tendered Quantity, the Discovered Price shall correspond to the Cumulative Quantity nearest to 100% and the Allocated Quantity shall be modified on prorata basis to the Tendered Quantity i.e. 6,00,000 MT.

When at no price point the total bid quantity is less than of the offered quantity but at some/all price points total bid quantity is greater than 100% of the offered quantity, the discovered price will correspond to the price point at which total bid quantity is closest to 100% of the offered quantity.

- a. In case of a tie between multiple price points (at which total bid quantity is the same), the higher price point between the tied ones shall correspond to the discovered price
 - b. the Allocated Quantity shall be modified on prorata basis to the Tendered Quantity
3. Bids at Discovered Price and above will be the successful bids and quantity will be allocated to them as per the clauses mentioned in the bid documents.
4. Bids once committed at a particular price point cannot be withdrawn/revised downwards. Final allocation is subject to the approval from GWEL authority

=====

Customer to submit "ANNEXURE XIII" on the company's letterhead duly signed and stamped to GWEL through email to vinod.kuranjekar@gmrgroup.in. The document to be submitted recommended by a day prior to the auction date. Any submission after the specified time may not be entertained.

Please note that submission of "ANNEXURE XIII" will be considered as a consent from the customer's end on having sufficient knowledge on the auction methodology including bidding and QTY allocation logic **along with other terms & conditions as mentioned in the E-auction catalogue.**