

**ONLINE FORWARD AUCTION FOR “DRY FLY ASH” Santaldih THERMAL POWER STATION (STPS), WBPDC (For Cement manufacturers only)**

**Order No:- HQ/M&C/6050001717 Auction No:- 01/23-24/Fly Ash/STPS/WBPDC**

**Auction Date & Time : 18-May-2023 at 02:00 to 04:00 PM**

**Inspection Date:** Any working day (except Sunday & Holiday) (From 8:30hrs to 11:30hrs, & 14:00hrs to 17:30Hrs) till the day before the auction.

**EMD Submission Date:** After pre-qualification of eligible bidders till 25.05.2023. (Recommended)

**Contact Person for Inspection:**

2.Mr. Niladri Sekhar Das 9775577395 [nsdas@wbpdcl.co.in](mailto:nsdas@wbpdcl.co.in)

**Contact Person from Mjunction:**

1. Mr. Kulkant Shukla 8584008277 [Kulkant.shukla1@mjunction.in](mailto:Kulkant.shukla1@mjunction.in)
2. Mr. Dhiranjan Roy 8584008256 [dhiranjan.roy@mjunction.in](mailto:dhiranjan.roy@mjunction.in)
3. Mr. Ujjal Das – 9174172058 – [das.ujjal@mjunction.in](mailto:das.ujjal@mjunction.in)
4. Mr.Devendra Chakraborty – 7605089667- [Chakraborty.devendra@mjunction.in](mailto:Chakraborty.devendra@mjunction.in)

Sl No	FSD	Indicative Territory	Contact Details	Email Id
1	Mitesh Giradakar	Chhattisgarh, Madhya Pradesh	7596040406	<a href="mailto:Mitesh.Giradkar@mjunction.in">Mitesh.Giradkar@mjunction.in</a>
2	Prabhat Singh	Delhi, Uttar Pradesh, Uttarkhand	7596059533	<a href="mailto:Prabhat.Singh@mjunction.in">Prabhat.Singh@mjunction.in</a>
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5	Akash Chakraborty	West Bengal, Assam & other North-east regions	7605090372	<a href="mailto:Chakraborty.akash@mjunction.in">Chakraborty.akash@mjunction.in</a>
6	Daniel T	Kerala, Tamil Nadu, Karnataka, Andhra Pradesh, Telangana	7003157483	T.Daniel@mjunction.in
7	Satish Kumar	Orissa	9147074862	<a href="mailto:satish.kumar1@mjunction.in">satish.kumar1@mjunction.in</a>
8	Mr. Kulkant Shukla	All location	8336925959	<a href="mailto:Kulkant.shukla1@mjunction.in">Kulkant.shukla1@mjunction.in</a>

**Auction Engine : [www.valuejunction.in](http://www.valuejunction.in) or [www.metaljunction.com](http://www.metaljunction.com)**

**Bid Basis:** Bid has to be placed in INR and as mentioned in material list

**Material condition – Stock + Arising, “AS-IS-WHERE-IS & NO-COMPLAINT” basis.**

**EMD VALUE: Rs. 3,00,000/- (Rupees Three Lac Only)**

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## 1. Timelines

Activity	Tentative date
Notice Publish	04-May-2023
Document submission to WBPDCCL till ( Through Email Only)	11-May-2023
Declaration of qualified bidders till	14-May-2023
EMD submission till	17-May-2023
Buyer training till	17-May-2023
e-auction on	18-May-2023

The discovered highest price through e-auction may also be applicable for one or more qualified bidders for residual quantity, if any, proportionately.

If a single bid is received against the floor price , then it may be considered subject to approval of WBPDCCL.

## 2. Auction Logic: Book Building Methodology

(for detail descriptions and illustration refer page no 25 to 29)

### 2.1 Methodology for Pricing

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

### 2.2 Price & Bidding Methodology

- The minimum **FLOOR PRICE of Fly Ash is Rs.23.00** (Rupees Twenty Three only) per Metric Ton.
- All statutory duties / taxes / levies shall be charged extra.

- c. **Bids price quoted below Rs.23.00 per MT and or above Ceiling price of Rs. 400.00 per MT will not be considered.**
- d. The discovered highest price through e-auction may also be applicable for one or more qualified bidders for residual quantity, if any, proportionately.
- e. Bidders may quote the annual quantity required against a price starting from the floor price and with an increment of Rs.5 (Five) i.e. Rs x05, x10, x15 .....and so on.
- f. Bidders may quote different quantity they would like to off-take at different rates . 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)

Example:

Rate (Rs./MT)	Bidder A	Bidder B	Bidder C
	Quantity (MT/annum )	Quantity (MT/annum)	Quantity (MT/annum)
23			50000
28...			
108		45000	40000
113...			
203			30000
208...			
353		30000	20000
358...			
398	50000		10000

- Case 1: Quantity 50000 MT quoted by Bidder A against the rate of Rs.398 shall be valid for all the rates up to Rs.23 which is below Rs.398 since the party has not quoted any quantity against any rate below Rs.398.**
- Case 2: The quantity 30000 MT quoted by Bidder B against the rate of Rs.353 shall be valid for the rate up to Rs.113 only, since the party has specified the quantity of 45000 MT against the rate of Rs.108 and this quantity of 45000MT shall be valid up to Rs.23.**
- Case 3: The quantity of 10000 MT quoted by Bidder C against price Rs.398 shall be valid up to Rs.358 and quantity 20000 MT quoted against price Rs.353 shall be valid up to Rs.208 and so on i.e. quantity**

40,000 MT quoted at Rs.108 shall be valid up to Rs.28 and quantity 50,000 MT shall be valid for Rs.23 only.

The discovered highest price through e-auction may also be applicable for one or more qualified bidders for residual quantity, if any, proportionately.

## 2.3 Award Criteria

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

### b. Award price:

Discovered Price shall be the award price and shall remain firm for a period of one year.

LOA shall be issued to one or more qualified bidders at the discovered highest price and the discovered price may also be applicable for other qualified bidders for residual quantity, if any, proportionately. Waiting list of interested qualified vendors may be maintained for allotment at the discovered rate in case of shortfall or default of any contract vendor.

## 3. General conditions of E-auction

Valuejunction a business unit of mjunction services limited is pleased to be selected by The West Bengal Power Development Corporation Limited for conduct of online auctions for disposal of their Surplus & Obsolete assets. All these assets given below will be sold on "As is where is basis" and on "No Complaint basis". All our valued customers are requested to peruse the participation terms, payment terms , lifting terms and other terms and conditions given below before participating. It is assumed that all our customers are aware about the terms and conditions as set out in these presents before placing a bid in the auction. We thank bidder in advance for bidder kind cooperation and participation.

### 3.1 Registration:

All our new customers are requested to register themselves in the website [www.valuejunction.in/www.metaljunction.com](http://www.valuejunction.in/www.metaljunction.com) or get in touch with **Mr. Kulkant Shukla (8336925959), Mr. Dhiranjan Roy (8584008256) & Mr.Ujjal Das (9174172058), Devendra Chakraborty (7605089667)**

### 3.2 Participation Terms

**Buyer has to register with mjunction for participating in e-auction"**

1. Eligibility as per technical bid evaluation.  
**Bidder/s needs to send scanned copy of documents (refer clause no.8 at page 13) against the pre-qualification and qualification requirements for participating in the e-auction through email to [managemnc21@gmail.com](mailto:managemnc21@gmail.com) , [Kulkant.shukla1@mjunction.in](mailto:Kulkant.shukla1@mjunction.in), [dhiranjan.rov@mjunction.in](mailto:dhiranjan.rov@mjunction.in) , [das.ujjal@mjunction.in](mailto:das.ujjal@mjunction.in) , [anirban.sukul@mjunction.in](mailto:anirban.sukul@mjunction.in) with a copy to ( email of mjunction) by **by 11th May 2023.****

**Submission through Post/ Courier will not be accepted.**

2. Submission of EMD in favor of “mjunction services Ltd.” Details mentioned below.
3. All the customers need to self-attach themselves with the auction in order to bid in the auction.
4. "Annexure-A" executed on non-judiciary stamp paper of Rs. 10 and Legal declaration affirmed before a First Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder has to be submitted through email to mjunction ([kulkant.shukla1@mjunction.in](mailto:kulkant.shukla1@mjunction.in)) along with EMD as per schedule.

*Bidder/s must be extremely careful to avoid any wrong bidding (whether typographical or otherwise). They must check and rectify their bid (if required) before submitting their bid in the live e-auction floor by clicking bid button. There is no provision for putting bids in decimals. The customers shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bid submitted by him) customers must always ensure to keep their e-mail address valid and alive. It is the responsibility of the customer to verify the status of their bids and check their e-mails to pay the security deposit in terms of these presents. Each MT put up for auction shall be deemed to be a separate contract of sale.*

## 4. Earnest Money Deposit/Pre-bid deposit

### 4.1 Value of EMD :

**Rs. 3,00,000 (Rupees Three Lac only) (Fixed for all bidder)**

**EMD value is fixed for all bidder**

### 4.2 EMD DEPOSIT DETAILS:

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

You can self-attach yourself to auction only when your EMD money is credited to your unique **Virtual account**.

So it is suggested to always deposit your EMD money much 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 alphanumeric 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/s 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.**

- ✓ Be careful to select the correct Catalogue/MT/Group during self-attachment.

You may also refer to the Online EMD Management Bidder/s Manual (audio/visual) available in [www.metaljunction.com](http://www.metaljunction.com)> Click on Login>Auction Login>Required Auction Training? Click Here>Online EMD  
**Note: Online EMD Bidder/s Manual and FAQ is available in our website: [www.metaljunction.com](http://www.metaljunction.com)> Click on Login>Auction Login.**

### **Important:**

**Bidder/s should send the details of the payment done to mjunction services limited – Kolkata stating the UTR No., Bank and Branch name, Date, Amount, the payment made for and the MT details want to participate in company letterhead duly signed and e-mail to: [kulkant.shukla1@mjunction.in](mailto:kulkant.shukla1@mjunction.in),**

**It is their responsibility of the Bidder/s to submit the PRE-BID DEPOSIT on time and correctly.**

**No willing agency will be allowed to participate in the auction without depositing pre bid security amount to Mj account, which has to be deposited within scheduled date time mentioned in catalogue alongwith annexure-A.**

#### **4.3 Refund of EMD :**

**EMD to Non-H1 Bidder/s will be refunded within 3 working day from the date of closure of the auction. *EMD will be refunded against the online application from the bidder. No interest shall accrue on the EMD.***

***For successful winning bidders , upon submission of Security deposit EMD will be refunded against application for refund of EMD to WBPDCCL.***

## **5. Material List of Items for Disposal**

**Materials are present in STPS (Santalidih Thermal Power Station), of West Bengal Power Development Corporation, WEST BENGAL**

SL No	Item Description	Quantity	UOM	EMD (in Rs.)	Payment Schedule(within Specified Below Working days from the date of issuance of sale intimation letter)( except Sunday, Holiday)	Lifting Period (Round the clock 24X7 from the Date of Issuance of Letter of award for sale contract
1	DRY FLY ASH	3,60,000 per year	MT	Rs. 3,00,000/- (Rupees Three Lac Only)	Within 7 Working Days	Contract Period for sale of fly ash to be kept for a period of 3 years with a provision of 1+1 year extension with a yearly price escalation of 5 %.

Note – 1. Quantity is tentative and subject to availability of stock based on production. There exist no legal binding & The WBPDCCL will not be responsible for any deficiency in Quantity.

**Quantity of fly ash that a bidder is allowed to bid :**

Minimum quantity per year	Maximum quantity per year
60,000 MT/Year that is 5000 MT/month	2,40,000 MT/Year that is 20000 MT/month

2. **Bid Basis:** Rupees Per MT.

3. **Base Price :**Rs. 23 per MT

6. Commercial terms & conditions

6.1 Contract price:

Discovered Price shall be the award price and shall remain firm for a period of one year. No request for revision of basic sale price on any account is acceptable.

Price escalation: 5 % per year.

Contract Price will be as follows:

Sl No.	Time Duration	Rate in Rs./MT
1.	1st year	Awarded price(A1)
2.	2nd year	5% hiked price of A1(A2)
3.	3rd year	5% hiked price of A2(A3)
4.	4th year	5% hiked price of A3(A4)
5.	5th year	5% hiked price of A4

## 6.2 Applicable Taxes & Duties:

The bids are to be placed exclusive of taxes and duties. The winning bidders/customers shall be liable to pay all taxes as would be applicable on the date of dispatch of the material and “The West Bengal Power Development Corporation Limited” would not be liable for taxes in any manner, whatsoever.

In case of any changes in the taxation laws by the Government, the taxes and duties prevailing on date of dispatch will be applicable.

Taxes & Duties are payable extra as & when Applicable As per GST rules and Act.

Notwithstanding anything contained in sub-section (1) of Section 206C of the Income Tax Act, no collection of tax shall be made in the case of a buyer, who is resident in India, if such buyer furnishes to the person responsible for collecting tax, a declaration in writing in duplicate in the prescribed form and verified in the prescribed manner to the effect that the goods referred to in the aforesaid Table are to be utilised for the purposes of manufacturing, processing or producing articles or things or for the purposes of generation of power and not for trading purposes.

Buyer has to furnish Form no 27C to the Unit (Forwarded by the controlling officer to Plant Finance) in duplicate and thereafter unit has to do the needful.

TDS u/s 194Q will be made by the buyer if the conditions mentioned therein are fulfilled.

## 7 Duration of Contract:

Three (03) years from date of issuance of sales contract with a provision of (1+1) year extension on account of approval from competent authority towards successful completion of first three years. Sale price will hike @5% per year . However, any deviation from this will require approval of competent authority.

## 8 Commencement of first off take

Commencement of first off take for bidders of fly ash shall be reckoned within maximum 15 days from the date of issue of sales contract .

## 9 Payment Terms:

- a. Deposition of advance Payment for the first month : Within 7 Working days from the date of issue of sale intimation letter to WINNING(H1) Bidder/s ( except Sunday, Holiday) by mjunction Services Ltd .



Advance amount: 100% of Total Value inclusive of taxes and duties(equivalent to value of one month)

Sales contract will be issued only after deposition of 1st (first) month's advance payment and security deposit for 1st year to WBPDCCL account.

- b. **A/C details of WBPDCCL Corp. office will be mentioned in the sales intimation letter/contract/order**
- c. For next months, the amount of advance shall be equivalent to value of one month's off-take quantity Buyer/customer will be required to deposit the advance payment by 25th of every month for the supply of dry fly ash to be effected in the next month.
- d. In case of any excess/less lifting in any month, the same will be adjusted in advance payment of the next month. Copy of payment document to be handed over in triplicate to the controlling officer as mentioned in sales contract/order.
- e. The controlling officer will raise challan on daily basis (if weighbridge is available) and invoices on monthly basis and same shall be made available showing the value of fly ash delivered, along with applicable GST and shall be adjusted against the interest free advance payment made to F&A department, Corporate,the WBPDCCL.
- f. All bank charges shall be borne by the buyer.
- g. While making payment through NEFT, buyer/customer should mention company's name for ease of record keeping by WBPDCCL
- h. No part payment will be accepted without taking prior approval of the WBPDCCL Authority, in any case.
- i. Any adjustment of payment with any other MT value will not be entertained at any time without taking approval of WBPDCCL authority.
- j. Any deviation in the payments Terms (including extension, if any) mentioned in the Sales contract /Sale Intimation letter will not be entertained at any time, without any approval of the WBPDCCL authority; otherwise security deposit will be forfeited with the approval of the WBPDCCL authorities.
- k. Owner will issue Exit gate pass on daily basis and invoices on daily /weekly/fortnightly/monthly 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 and all other duty/taxes/cess etc. and shall be adjusted against the advance payment made by the buyer.
- l. Fly ash shall be issued based on actual weighment of the trip based on computerized in and out weighment slip. In the event of outage /non-availability of weighbridge , net average weight of loading of each browser/bulker/closed container shall be used considering last 3-5 trip of the same

vehicle as available and in case of non-availability of the same ,vehicle capacity as shown in the registration document shall be considered . Weight of delivered fly ash so obtained and duly certified by the controlling officer or his authorised representative, shall be considered final. **In case of Railway rake R/R weight of the Santaldih Railway Station will be considered for weighment.**

#### 10 . SD amount:

2.5% of the sale value per year. Previous year's SD shall be kept by WBDPCL and the balance amount as SD has to be deposited by the bidder for the successive year, if extended.

#### Refund of Initial Security Deposit:

Conditions to be fulfilled for refund of initial security deposit against respective MT after the successful completion of Lifting of the material as per sales contract:

- a) Completion of full payment as per Sales contract / Sale intimation letter, including penalty amount (if any)
- b) Submission of lifting completion certificate duly certified by the Controlling officer as mentioned in sales contract.
- c) Submission of fresh security deposit for successive year, considering contract **price hike @5%.**
- d) Respective bidder(s) must request to the controlling officer to get refund of initial security deposit along with the lifting completion certificate.
- e) No interest shall accrue on SD Value.

#### 11 . Controlling Officer

The General Manager ,STPS or his authorized representative.

#### 12 . Penalty for Breach of contract:

a. In the event of off-take being less than allotted quantity in spite of availability, the **STPS**, WBDPCL reserves the right to impose a penalty @15% of awarded price on differential quantity ( that is difference in quantity from the minimum allowed quantity for that period), in case off-take quantity is less than 50% of the allocated quantity on an average for two consecutive months during rainy season (July to September) and 70% for the balance period.

However , upon consideration of the WBPDCCL authority , Penalty will be imposed at the year end, only in case of average off take in one year is less than 80% and if bidder do not fall under condition of termination.

Exception of the above clause, if any, will be as per decision of the Competent Authority at Corporate level.

b. Failure of Payment:

- i) If the winning customer(s) /Bidder(s) fail to pay any payment, as per payment schedule (including extension, if any) of the sale intimation letter/ sales contract, their initial security deposit / EMD will be forfeited.
- ii) If the winning customer(s) /Bidder(s) fail to pay the penalty amount (if any) , as per Sales contract, their security deposit will be kept hold till the deposition of full amount of penalty to the WBPDCCL Bank AC, after completion of the lifting activities.
- iii) If the winning customer(s) /Bidder(s) make payment forcefully deviating the payment terms (including extension, if any) of Sales contract / Sale intimation letter, without taking prior approval of WBPDCCL authority, their initial security deposit / EMD will be kept hold for the further period of three months from the date of completion of the lifting activities, and party will be debarred for 6 months to participate in any auction or tendering or EOI for sale of dry fly ash from STPS,WBPDCCL.

c.If the bidder does not lift the available dry fly ash quantity in any month against the sales contract issued on them a show cause notice shall be issued.

d. **STPS**, WBPDCCL has right to suspend the delivery of dry fly ash if advance amount is not received by them within the required date and time and such suspension of delivery shall be on bidder's account.

### 13. Incentive Clause for sustainable good performers

For those ash takers fulfilling lifting more than 80% of allocated quantity in the same year, discount may be given in basic rate per MT on differential quantity (in proportion to the allotment amongst the existing takers) as per following slab at the year-end:

Steps: Utilisation >100%: discount@ 20%

90%-100%: discount@ 15%

80%-90%: discount@ 10%

Upper limit of offtake should be limited to 120% of the monthly allocated quantity.

However, exception in this, if any, will be as per decision of the Plant General Manager .

### 14. Quantity Adjustment Clause

If the quantity of ash off-take by any party is less than the annual allotted quantity due to less generation of dry ash, then the short fall may be adjusted as follows as per discretion of the plant authority:

- i. If the contract is scheduled to expire after 3rd year, then maximum one year time extension may be allowed to lift the available quantity as per the rate of 3rd year, with same terms and conditions.
- ii. If the contract is scheduled to expire after '3rd year + 1 year extension' with '\$2-5% rate escalation, i.e., after 4 years, then maximum one year time extension may be allowed to lift available quantity as per the rate of 4th year, with same terms and conditions.
- iii. If the contract is scheduled to expire after '3rd year + 1 + 1 year', extension will not be considered.

## 15. Special lifting terms

- i) Bidder shall be liable to bear all insurances as per law of land, miscellaneous expenses, if any, for the dry ash collection like any damage done to silo by ash vehicle, ash collection from silo etc, beyond the rate of fly ash and West Bengal Power Development Corporation Limited shall not be liable for the same in any manner.
  - ii) The actual quantity may vary depending upon the situation prevailing at the time of delivery and other unforeseen circumstances as well as for the reasons beyond the control of the department caused by supervening impossibility.
  - iii) No complaints on material quality & quantity will be accepted. For off-take quantity less than annual allotted quantity due to less generation of dry ash, the dry fly ash generated every month shall be proportionately distributed among the buyers.
  - iv) If bidder want to lift the dry fly ash in any month more than the allocated quantity , the request may be accepted upon the discretion of the plant authority subject to fulfilment of the following conditions :
    - a) The quantity of generated dry fly ash is available in excess after lifting of quantity by other existing buyers against their allocation.
    - b) The advance payment for excess quantity to be lifted has been deposited by bidder.
    - c) Bidder have to consider the requested quantity to be lifted as an excess to bidder allocation and have to lift the dry fly ash against bidder allocation every month during whole contract period as per sales contract placed on bidder.
    - v) Dry fly ash is produced round the clock and is required to evacuate on instantly.
- Therefore, lifting period will be on daily average basis.

vi) Bidder must follow the all types of safety rules & norms of the respective plant including standard precautionary measures for COVID-19 (as per health guide lines) during lifting of the dry fly ash. If required, bidder may consult with the safety department of STPS.

vii) WBPDCCL will not take any responsibility against any injury or any other unwanted incidents on the workers engaged by bidder during lifting. Bidder must follow the general norms as advised by the HR & A department of STPS during lifting.

viii) After getting the sales contract, bidder will process for collection of gate pass and all other related activities towards lifting of items, as per norms of STPS, WBPDCCL, and maintaining all other HR related rules & regulations of WBPDCCL, and it has to be completed within 06 working Days (Except Sunday and Holiday) from the date of issuance of LOI/Sales Contract or Lifting/Delivery/Sales order from the plant.

ix) Bidder shall submit a Lifting completion certificate mentioning the total lifted quantity after completion of lifting item as per sales order, to the controlling officer who will verify, certify and inform to the WBPDCCL Corporate office to return the security deposit.

x) *The buyers who are taking delivery of dry fly ash through existing sales contract/s from STPS are the winning bidders in this e-auction:*

*a) Buyers have to indemnify the lifting of the entire allocated quantity per month against the existing sales contract first ,wherever applicable, for the purpose of receiving allocated dry fly ash against the 2nd sale contract to be placed against this e-auction.*

*Such undertaking on indemnification has to be executed non-judiciary stamp paper of Rs. 20 and Legal declaration affirmed before a First Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder.*

*In such case , Penalty for Breach of contract /Termination clause ,if applicable , against the 2nd sale contract to be placed against this e-auction shall not be applicable subject to consideration of the WBPDCCL .*

*b) The existing rate for sale of dry fly ash for taking delivery of dry fly ash from STPS against sales contracts issued to existing buyers is fixed as per contract terms and shall not be revised in any case and no such request shall be accepted by the WBPDCCL.*

### **13. Qualifying requirement for participating in the e-auction:**

#### **A) Pre qualifying requirement**

*Documents to be submitted by the bidders:*

- i. Valid PAN Card.
- ii. Valid Professional Tax Registration Certificate.
- iii. Valid GST Registration Certificate.
- iv. Provident Fund Registration Certificate & PF Challan evidencing payment of contribution of latest month.
- v. ESI Registration Certificate/ Declaration for Workmen Compensation.
- vi. Income Tax Return & Audited balance sheet for last three consecutive financial years(last FY 2021-22)
- vii. Valid Consent to Operate from the statutory authority

viii. The bidders whoever lifted dry fly ash from any of the power station of the WBPDCCL, shall have to submit 'no dues' certificate issued by the concerned plant authority and an undertaking on indemnification has to be executed non-judicial stamp paper of Rs. 20 and Legal declaration affirmed before a First Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder on the following :

a) We are lifting the dry fly ash from STPS ,WBPDCCL against ..... (Sales contract no.) for contract period valid upto ..... (DD/MM/YYYY) . We are indemnify that we shall the lifting of the entire allocated quantity per month against .....( sales contract no.) first and the rest available quantity per month shall be lifted by us against the 2nd sale contract to be issued against .....(Auction no.).

b) We understand that the existing rate for sale of dry fly ash for taking delivery of dry fly ash from STPS against .....(sales contract ) issued to us is fixed as per contract terms and shall not be revised in any case and no such request shall be accepted by the WBPDCCL.

ix. "Annexure-A" executed on non-judiciary stamp paper of Rs. 10 and Legal declaration affirmed before a First Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder has to be submitted through email to mjunction (.....) along with EMD as per schedule.

x. Undertaking on non-applicability for any of above statutory documents is to be *executed on non-judiciary stamp paper of Rs. 10 with Legal declaration affirmed before a First Class Magistrate / Notary* .

#### B) Technical qualifying requirement

Bidders must have adequate experience in lifting / material handling (like dry fly ash / pond ash /cement / sand / coal etc.) in eco-friendly manner and should take responsibility regarding transportation maintaining environmental norms of MoEF&CC.

i. Bidder shall submit an undertaking in company 's letter head with seal and sign of the company's authorised person alongwith power of attorney to sign the document regarding this with all valid documents.

ii. Bidder must have successfully completed such proportionate volume of work per year in any of the last 7 years from date of auction for minimum aggregated quantity of **42000 MT/year** .

Documents to be submitted :

Bidder should submit allotment order and the completion certificate should clearly mention quantity of annual drawal of fly ash by the bidder with the help of bulker /browser/closed container /Rail and reference of allotment order.

In case of non availability of completion certificate , certified sale invoice generated from ash producing plants has to be submitted to show yearly drawal of dry fly ash.

In case of MoU with ash producing plants instead of allotment order, same can be submitted.

#### C) Financial qualifying requirement

Audited Accounts alongwith Audit report for last three consecutive financial years (last FY 2021-22)) towards complying the following qualifying requirements:

- i. Average annual turnover in last three consecutive financial years should be more than 4.2 Lac
- ii. Net worth in each of the three consecutive financial years must be positive.

## 14. WBPDCCL's right to vary quantities at the time of allocation/supply

WBPDCCL reserves the right at the time of allocation or during the period of supply to the successful winning H1 bidder/bidders to increase, decrease or modify the quantity of dry fly ash from that originally specified in the catalogue without assigning any reason whatsoever.

## 15. Quality of fly ash

STPS would deliver fly ash from the discharge chute of designated ash silo chute of the plant as per rules of WBPDCCL . No claim in this regard shall be entertained by the WBPDCCL whatsoever after delivery is taken by the buyer in their bulkers/browsers/closed containers.

## 16. Bid Validity:

The bids quoted in on line auction procedure of mjunction will be valid for a period of 12 working days from the Very Next Working date of closure of the Forward Auction. (Except Saturday, Sunday & Holiday).It may Be Extended Further 05 (five) Working Days in case of any Unforeseen and Unavoidable Situation of the The WBPDCCL, and, WINNING(H1) Bidder/s will be Intimated Accordingly.

## 17. Scope of Inspection

**Before participation in the e-auction, inspection of material at site is mandatory.** Itwill be assumed that agencies participating in the auction have inspected the materials at site prior to the auction.

1. All interested and willing agencies may send their representative with company's authorization to inspect the items at STPS of WBPDCCL to inspect the items to be sold as mentioned in this catalogue.
2. Number of silos is 4 ( Capacity : 4 x 500 MT)
3. All existing terms &conditions of STPS on dry fly ash evacuation will be followed.
4. Interested Bidders shall have to aware the prevailing practice as applicable for dry fly ash evacuation in STPS.
5. In a day prior to inspection, company's representative will contact and consult with the contact person for inspection as mentioned in this catalogue and must submit the letter of authorization to him on the day of inspection. Without letter of authorization, any party will not be allowed to inspect the materials at site , at any case.
6. Inspection will be done as per item list mentioned in the published catalogue with the supervision & guidance of the contact person for inspection as mentioned in this catalogue

7. All willing bidders must bid in the auction as per physical inspection done at site, and considering all other terms & conditions of the catalogue and also with considering any other necessary criteria of the site.
8. Inspection date and auction date as mentioned above may be changed due to any unforeseen and unavoidable situation, and that will be intimated in due time accordingly.

## 18 Special Terms & conditions for participating in the e-auction:

- i. **All commercial terms to be observed by the bidders, including amount of EMD / Security Deposit.**
- ii. **Payment to be made to WBPDCCL. Bank detail for making payment through RTGS will be communicated to the successful Bidder/s by WBPDCCL/mjunction.**
- iii. Schedule for deposition of Sale Value by accepted successful bidder(s) to WBPDCCL STPS account.
- iv. **For the back-out lots or lot, either M/s mjunction needs will arrange for similar amount offer from some other buyer, or conduct the re-bidding, considering same reserve price.**
- v. WBPDCCL will provide necessary approval to the winning buyer(s) to place his own security to safeguard his winning lots in the premises of the plant.
- vi. Buyer should depute his authorized representative to the power station for co-ordination and taking delivery of fly ash.
- vii. The buyer will be responsible for any kind of injuries or accidents caused to their Employees or labourers or any other person and WBPDCCL will not be liable in the matter.

## 19 GENERAL CONDITIONS OF SALES CONTRACT

### 19.1 Force Majeure Clause:

War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut-downs imposed by Government Acts or Legislation or other authorities, acts of God, epidemics, fires, earthquakes, floods, explosions, accidents, sea navigation blockades or any other acts or events whatsoever which are beyond the control of WBPDCCL and which will directly or indirectly prevent completion of the services within the time specified in the sales contract will be considered FORCE MAJEURE.

If the Contract is delayed or impeded in the execution of the work by circumstances of Force Majeure as herein defined, then the Purchaser / Owner or seller as the case may be, shall, within one week, give notice in writing to the Owner or seller / Purchaser, of the existence of circumstances of Force Majeure, together with the evidence relied upon.

### 19.2 Termination Clause:

The STPS, WBPDCCL will reserve the right to terminate the contract if



- i. The actual lifting of dry fly ash quantity goes below 30% of awarded quantity for consecutive 03 (three) months on average basis, in spite of availability of dry fly ash. Further, Security Deposit will be forfeited in that case.
- ii. The agency fails to pay advance payment for consecutive two months. EMD/SD (whichever applicable) will be forfeited in that case.
- iii. The owner reserves the right to terminate the contract with the buyer and encash the security deposit in the event of non-compliance of any statutory requirement or pollution related guidelines and conditions laid down by any statutory body.
- iv. Exception of the above clauses, if any, will be as per decision of the Competent Authority at Corporate level.

## **20 General Safety Requirements:**

- i. Bidder shall supply safety appliances/ PPE to all bidder workers viz. Nose masks, safety goggles, safety helmets, safety shoes, & full body harness safety belts etc .and ensure that they wear during work. Safety belts are to be ensured for all working at heights.
- ii. Bidder shall be fully and solely responsible for the safety of all bidder workers and machineries during this contract at his own cost. Bidder have to take care of all safety precautions for bidder men and equipment. Non-compliance of safety shall constitute suitable deductions as per safety rules.
- iii. The Engineer in charge shall have the right at his sole discretion to stop the work at any point of time, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and / or property, and / or equipment. In such cases, bidder shall be informed in writing about the nature of hazards and possible injury / accident and bidder shall comply to remove shortcomings promptly.
- iv. Bidder shall not be entitled for any damages / compensation from WBPDCCL for stoppage of work due to safety reasons. Bidder shall deploy one dedicated qualified safety supervisor/officer, who shall co-ordinate all safety aspects for ensuring safety compliances.

## **21 Arbitration Clause (for any issue related to the e-auction and sales contract):**

- i) If any dispute(s) or difference(s) of any kind whatsoever arise between the parties hereto in connection with or arising out of any contract, the parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of 30 (thirty) days from the date on which the dispute(s) or difference(s) arose, either party shall give a notice to the other party, of such intention to invoke Arbitration within 14 (fourteen) days from the expiry of the aforesaid period of 30 (thirty) days within which amicable resolution could not be reached. Such dispute(s) or difference(s) shall be referred to and settled by a Sole Arbitrator to be mutually appointed by both the parties.
- ii) If a party fails to appoint the Sole Arbitrator within 30 (thirty) days from the receipt of a request to do so from the other party, the appointment of Sole Arbitrator shall be made upon request of either party by:
  - (a) the High Court or
  - (b) any person or Institution designated by such Court referred to above.

- iii) The Arbitration clause can be invoked at any time during the currency of the contract or after the expiry/ termination or closure of the contract.
- iv) The arbitration proceedings shall be in accordance with the prevailing Arbitration laws of India as amended or enacted time to time.
- v) The existence of any dispute(s) or difference(s) or the initiation or continuance of the Arbitration proceedings shall not permit the parties to postpone or delay the performance by the parties of their respective obligations pursuant to the Contract.
- vi) The seat of arbitration shall be Kolkata, West Bengal, India.

## **22 Governing Law:**

The E-auction and sales contract is construed and shall be governed in accordance with the laws of India without giving effect to any principle of conflict of law.

## **23 Legal Jurisdiction:**

The Court at Calcutta shall have exclusive jurisdiction on any of the terms touching upon any subject matter of the e-auction and sales contract.

## **24 BLACKLISTING**

Agency may be blacklisted as per WBPDC's Policy & Procedure of Blacklisting and Debarment of Agencies from Business Dealings (available at <https://wbpdcl.co.in>)

## **25. SPECIAL TERMS & CONDITIONS OF SALES CONTRACT**

- a) Terms & Conditions contained in MoEF/GOI Notifications existing and published from time to time followed by its various amendments, shall have to be complied with.
- b) All rules, regulations and Law of State as well as all statutory obligations applicable shall have to be adhere to.
- c) These terms and conditions shall have to be abide by during course of execution of the Sale Contract .
- d) Bidder's work should not pose any problem to existing operation and maintenance of **STPS**.
- e) Bidder will have to engage Bulkers/ Browsers/ air tight Closed Container &/Railway rakes for transportation of FLY Ash ensuring leak-proof, dust free, pollution free handling of Ash.
- f) Bidder shall keep main silo area clean with utmost expeditions and with proper housekeeping, so that environmental pollution does not create hindrance to the local villages and the plant.
- g) Bidder shall at all times take all reasonable precautions to prevent any unlawful, notorious or disorderly conduct by or amongst his staff and labour and for the preservation of peace and protection of percentage and property in the neighborhood of the delivery site against the same. WBPDC shall not be responsible for any untoward happenings cropped up out-side the boundary walls of plant premises of **STPS** arising out of the above business.

- h) Non-compliance of above conditions tantamount to cancellation of sales contract without any further reference and forfeiture of SD .
- i) Bidder should depute his authorized representative to the Power Station for co-ordination and taking delivery of Fly Ash.
- j) Any other relevant terms shall be as per decision made by the Controlling Officer.
- k) While engaging the workers for the job in respect of taking delivery of fly ash from the silos of **STPS**, bidder shall have to share the expenses with the present dry fly ash taking agency upon which LoA is placed and WBPDCCL will not bear any financial liabilities of the workers to be deployed.
- l) Bidder have to ensure all statutory compliances like ESI, PF etc. for the workers to be deployed. Bidder shall have to share expenses with the existing dry fly ash takers upon which LoA is placed by the WBPDCCL.
- m) Bidder have to disburse wages to the said workers within 10th of subsequent months. WBPDCCL will not bear any financial liabilities of the workers to be deployed.
- n) In case of transportation through RAILWAY rake , all railway related matters will be settled by the ash taking party . STPS authority can provide the railway siding inside the plant premises.
- o) The supply should be made as per schedule based on advance payment vis-à-vis, allotted quantity.

## 26. GENERAL RULES AND REGULATION GOVERNING CONDUCT OF ONLINE AUCTIONS ON THE “SERVICE PROVIDER” PLATFORM

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### *INTRODUCTION:*

This Online Auction is being conducted for West Bengal Power Development Corporation Limited *existing within the meaning of Companies Act, 1956* having its registered office at BIDYUT UNNAYAN BHABAN, Block– LA, Plot No. 3/C, Sector–III, Salt Lake City, Kolkata– 700106 (here in after referred to as the “Client”) on the Auction Platform of MJUNCTION SERVICES LTD, a company incorporated and registered in India and having its registered office

At **mjunction services limited Godrej Waterside, 3rd Floor, Tower 1, Plot V Block DP, Sector V, Salt Lake, Kolkata – 700091** India (hereinafter referred as “Service Provider”). The General Rules and Regulations provided herein govern the conduct of on line Forward Auctions arranged by “Service Provider” on its Auction Platform. These rules cover the **roles and responsibilities** of the Parties in the online Forward Auctions on the Auction Platform. **The acceptance, in-toto, to these General Rules and Regulations governing conduct of Online Auctions, and**

**Terms and Conditions for sale of Materials belonging to West Bengal Power Development Corporation Limited by Online Auction is a pre-requisite for securing participation of each Customer in the Online Auctions.**

The key terms pertaining to the online Forward Auctions are provided in the “**Annexure-D**”. Prospective customers are advised to read through the same.

### *ROLE OF “SERVICE- PROVIDER”*

1. “Service Provider’ is the agency (operator) primarily providing the service of the Forward auction to the “Client”.
2. Finalization of the auction items in consultation with the Client.
3. Defining of bidding rules for each auction in consultation with the client.
4. Enhancing customer awareness of and comfort with the auction mechanism and bidding rules.
5. Input of the Auction items and defining the bidding rule in the auction engine.
6. Enlarging the customer base by introducing new customers.
7. Collection of Earnest Money Deposit (EMD), Letter of Interest etc. from the willing customers
8. Providing access to the approved customers to participate in the Auction.
9. Summarizing the Auction proceedings and communicate the outcome to the Client.

The responsibility of fulfilment of the contract rests between the customers and the client and the responsibility of the “Service Provider” shall be restricted to the extent of the Services provided by them.

### *ROLE OF CUSTOMER*

The role of the Customer is outlined below:

The Customer would participate in the auction with the aim of bidding to secure the auctioned item in the Online Auction.

The Customer would be provided access to the Online Auction through a “User ID” protected by a “Password”. The Customer needs to ensure that the “User ID” and “Password” is not revealed to unauthorized persons. Customers are also requested to change the Password allocated to them by the “Service Provider” to keep their confidentiality. However it would be Customer’s sole responsibility to ensure the security and privacy of the same and he/they would not hold the “Client” / “Service Provider” responsible in any manner whatsoever for any misuse of these user IDs and/or Password. The access to the auction mechanism shall be provided to all the approved Customers subsequent to obtaining their written consent to the General Rules & Regulations and the Letter of Interest. The payment of EMD as decided by the Service Provider before the start of the Online Auction will be one of the necessary conditions for participating in the auction.

Customers hereby confirm that they shall commit to lift the item (being bid for) at the price entered by them in the auction engine AND at the terms and conditions specified herein by the Client. All prices entered shall be legally binding on the Customers. Customers are strongly advised to exercise due diligence while placing bids. Failure to honor the bids placed during online bidding shall render the Customers liable for penal action as deemed fit by “Client” / “Service Provider”.

In the event of winning an allotment in the auction mechanism, the Customer shall commit to fulfill outlined obligations under the contract between Winning Customer and Client.

The Customers shall bid on the terms & place their bid in the auction engine in the manner specified herein. The Customers shall not stipulate any conditions on their own unless the terms herein expressly permit such

conditions being stipulated by the Customer. Bids entered with conditions attached shall be considered Conditional bids & “Service Provider” retains the right of rejecting these bids even without intimating the Client.

### *BIDDING RULES*

The Bidding Rules refer to the information and terms defined specifically for a particular auction. The purpose of the bidding rules is to provide approved customers with the information and terms specific to the auction in which they are bidding. This would include:

Definition of the unit bidding.

Start Time and duration of the auction.

Start Bid Price.

Specified Unit for Bidding.

Price Increments and any reduction in the price increment in the auction in the event of inactivity. Other attributes (informational/non-negotiable in nature). While it shall be the endeavour of “Service Provider” to specify these rules at the earliest for each Online Auction. The “Service Provider” only in the case of unforeseen contingency beyond its control shall retain the right to delay the announcement of these biddings rules or modify rules specified earlier at the time of the online bidding in prior written consent of the Client. These details would be available to the customers on the Auction Engine at the time of bidding.

The participation in the auction process presumes complete awareness and understanding of the bidding rules.

### *CONDUCT OF THE AUCTION:*

Only those Customers who have been approved by the “Client” and handed over stamped and manually signed “General Rules and Regulations governing conduct of Online Auction along with Letter of Interest, required EMD amount and other necessary documents to the “Service Provider” prior to the start of Online Auction will be given “Login ID” and “PASSWORD” to enable them view and participate in Online Auction. “**West Bengal Power Development Corporation Limited**” will have the sole discretion to Approve the Customers who have submitted bids and no requests will be entertained in this regard by Service Provider from the Customers.

“Service Provider” retains the right to cancel or reschedule the Online Auction, with the prior written approval of the Client, on any of the following reasons:

The number of confirmed Customers is deemed insufficient to conduct the Online Auction

Some of the confirmed Customers are unable to access the module due to infrastructure problems such as sustained power failure or telecommunication breakdown. There are no bids, which are equal to or below Start Bid Price. Any other reason, which in the opinion of “Service Provider” / “Client” requires such action to be initiated. The duration of Online Auction may also vary from the pre-specified period of time either on account of termination of the Online Auction by “Service Provider” on the advice of the Client.

OR

In case of situations where it is felt that continuance of the auction proceedings is prejudicial to the smooth conduct and / or the integrity of the auction process.

OR

In the event of any problems being faced in the smooth conduct of the Online Auction, “Service Provider” with the approval of the Competent Authority of the Client, shall have the right to undertake one or more of the following steps:

Cancellation/ premature termination of the Online Auction with/ without a subsequent rerun of the auction on a mutually decided date Cancellation of a bid Locking / deactivate a Customer’s account (suspension of operations in the account), etc.

In case of failure of net connection, Customer will communicate his best price to the “Service Provider” and “Service Provider” will bid on behalf of the Customer with the minimum increment until the bid price reaches the best price offered by the Customer, by proxy bidding mechanism.

The best price communicated by the Customer will have to be authenticated by written confirmation or fax to the “Service Provider” and will be kept confidential between the “Service Provider” and the Customer. Customer will be bound by the price offered.

#### *LIABILITY OF “SERVICE PROVIDER”*

“Service Provider” shall not be liable to the Client/ Customers participating in the Online Auction or any other person(s) for:

Any breach of contract between winning Customer and Client.

Any delays in initiating the online auction or postponement / cancellation of the online auction proceedings due to any problem with the hardware / software / infrastructure facilities or any other shortcomings.

While, reasonable care and diligence will be taken by “Service Provider” in discharge of its responsibilities such as design of the online bid, communication of bid details and rules, guidance to client/ customers in accessing the Auction Engine and placing bids, etc. the customers shall specifically indemnify “Service Provider” from all liabilities for any shortcomings on these aspects. It is clearly understood that these activities are undertaken by “Service Provider” to assist the Customers in participation but the ultimate responsibility on all these counts lies totally with the customers.

#### *RIGHT OF THE CLIENT:*

The Client reserves the right to partially or totally accept or reject any / all bids placed in the Online Auction without assigning any reason whatsoever. The decision of the Client would be final and binding on the Service Provider and the Customer in any such case. In case the Online Auction is cancelled by Client, then Service Provider shall undertake the re-auction at its own cost, as directed by the Client.

#### *CONFIDENTIALITY CLAUSE:*

“Service Provider” undertakes to handle any sensitive information provided by the Client or confirmed Customers for the auctions conducted with utmost trust and confidentiality.

#### *JURISDICTION*

Any disputes relating to the online auction module shall be subject to the sole jurisdiction of Court of Law having jurisdictions over the Plant from where the Materials are being sold.

**Signed in acceptance of the above terms and conditions**

**Name:**

**Signature**

**Designation of signatory**

**Date**

**Place**

**Telephone / FAX no.** \_\_\_\_\_

## ANNEXURE – A: DECLARATION BY BIDDER

A. I, ----- on behalf of ----- (name of the buyer) -----  
----- do hereby declare that I have gone through all the provisions of E-auction Catalogue No. -----dated ----- (including subsequent Addenda/ Corrigenda and other documents) and clearly understood the implications of all those provisions and submitting my / our bid adhering all the provisions of said catalogue(including subsequent Addenda/ Corrigenda and other documents).

B. I, ----- on behalf of M/s. ----- (name and address of the buyer) hereby declare that M/s. ----- (name of the buyer) is not blacklisted/ debarred by any Government department/ Public Sector Undertakings/ Other Government Agencies for which we have executed/undertaken the works/ services during the last ----- year(s).

C. I, hereby, further declare that all the above information declared hereinabove, are true to the best of my knowledge and in the event any of the above information at a later stage, is found to be false, by the WBPDCCL, the WBPDCCL shall be at liberty to take any action as deemed fit at my/ our sole risk and cost.

D. I, ----- on behalf of ----- (name of the buyer) -----  
----- do hereby declare that this "Annexure – A" will be considered as a consent from our end on having sufficient knowledge on the auction methodology including bidding and allocation logic along with other terms & conditions as mentioned in the E-auction catalogue.

E. I ----- on behalf of -----( name and address of the buyer) hereby declare that M/s. -----( name of the buyer) have satisfactory past record of compliance of all statutory applicable Labour / Financial Laws in their favour and have no adverse record or defaulter of statutory liabilities.

Signature of Bidder / Authorised representative

Seal of the Company

- **Must be executed on non-judiciary stamp paper of Rs. 10 and Legal declaration affirmed before a First Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder and submit it.**



## 27. DEFINITION OF KEY TERMS

### **Online Auctions**

Online auctions refer to those auctions conducted through the Internet with the customers (from one or more locations) simultaneously bidding to be selected for supplying the item/s on Auction. In other words, the venue for the auction is on an Internet website/ platform.

Services refer to the Online Auctions conducted by the Service Provider through its website as the venue for the purpose of the Online Auction and also includes the responsibilities narrated under the head “ROLE OF SERVICE PROVIDER” above.

### **Client**

Client is the individual/business entity who has contracted "Service Provider" to conduct such auction. In case of auction, the purpose would be the genuine intent to sell the selected item/s (MT) to the customers desiring to buy these items from the Client.

### **Customer**

Customer is the individual/business entity participating in the auction, intending to buy the item(s) from the Client. To become a Customer in the auction, a business entity has to secure client approval for participation and also provide written assent to the General Rules and Regulations.

### **Auction Engine**

Auction Engine refers to the software that encapsulates the entire auction environment, processing logic and information flows. "Service Provider" is the sole owner of the auction engine and retains exclusive right over the utilization of the same.

### **Timings of the Online Bid**

All the timings of the Online Bid shall be based on the time indicated by the Server hosting the Auction Engine. It shall be the endeavor of "Service Provider" to ensure that the Server Time reflects as closely as possible the Indian Standard Time (IST) i.e. GMT + 0530 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Auction Engine (Launch, operation, and closure) would be guided by the Server Time. Customers are advised to refresh both the windows of the Auction Module check the exact Server Time (displayed in both the windows).

### **Preview Time**

Preview Time refers to the period of time that is provided prior to the commencement of bidding. This is to facilitate approved participants to view the auction details such as item specifications, bidding details and bidding rules. The purpose is also to familiarize participants with the functionality and screens of the auction mechanism. It is not mandatory for "Service Provider" to provide Preview Time.

### **Start Time.**

Start time refers to the time of commencement of the conduct of the online auction. It signals the commencement of the Price Discovery process through competitive bidding.

### **Duration of the Auction.**

It refers to the length of time the price discovery process is allowed to continue by accepting bids from competing customers. **The Default duration of the auction would be 120 Minutes.**

### **End of the Auction.**

End of the Auction refers to the termination of the auction proceedings signaling an end to the price discovery process.

### **Auction Report.**

"Service Provider" would provide an Auction Report to the Client containing a summary of the auction proceedings and outcome. The Auction Report would constitute the official communication from "Service Provider" to the client about the outcome of the Auction.

## **Bidding Methodology**

- ✦ There will be a FLOOR PRICE and a CEILING PRICE of Fly Ash.
- ✦ Bidders may quote the annual quantity required against a price starting from the floor price and with a specified increment as mentioned in the auction document
- ✦ Bidders may quote different quantity they would like to off-take at different rates. 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.
- ✦ Bid price quoted below “Floor Price” and/or above “Ceiling price” will not be accepted.
- ✦ Bids once committed at a particular price point cannot be withdrawn/ revised downwards.

## **Price Discovery and Allocation logic**

1. There is no cut-off limit for the total quantity demand in the auction below which the auction may be cancelled. Any total demand will be considered for discovery of selling price.
2. When there are any price points at which bids received, the price at which revenue is maximum will be discovered as selling price. **(Cases 1, 2, 3, 4)**
  - a. Among the price points for which bids received in the auction, maximum revenue generation 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 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 of the total demand at the discovered price is more than the total offered quantity, the allocation will be on a pro-rata basis.
4. Allocation is subject to the approval from WBPDC and availability of the materials.

## Illustrations

### Case 1

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

Case 1 – Bidding pattern (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	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	30000	20000	10000	60000	9000000	60%
160	25000	15000	10000	50000	8000000	50%
170	25000	15000	10000	50000	8500000	50%
180	25000	15000	10000	50000	9000000	50%
190	25000	15000	10000	50000	9500000	50%
200	25000	15000	10000	50000	10000000	50%

### Outcome of case 1

- Total demand at different price points ranges from 50% to 60%
- Maximum revenue (₹10000000) at price ₹ 200/MT, therefore discovered price is ₹ 200/MT

Allocation (In tons)	Price Point	Bidder 1	Bidder 2	Bidder 3
	200	25000	15000	10000

**Case 2**

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

<b>Case 2 – Bidding Pattern (Demand at all points are less than 100% of total offered quantity)</b>						
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	25000	10000	10000	45000	9000000	45%

**Outcome of case 2**

- Total demand at various price points ranges from 45% to 95% of total offered quantity
- Maximum revenue (₹ 12960000) at price ₹ 160/MT, therefore discovered price is ₹ 160/MT

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

### Case 3

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

Case 3 (Tie in 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%
<b>160</b>	<b>45000</b>	<b>28000</b>	<b>16250</b>	<b>89250</b>	<b>14280000</b>	<b>89%</b>
<b>170</b>	<b>42000</b>	<b>27000</b>	<b>15000</b>	<b>84000</b>	<b>14280000</b>	<b>84%</b>
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)	Bidder 1	Bidder 2	Bidder 3
	42000	27000	15000

Case 4

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

<b>Case 4 (Total bid quantity less than 100% at a few price points and more than 100% in some cases)</b>						
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)	Bidder 1	Bidder 2	Bidder 3
	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