

Adani Power Limited (APL)

Bids for Utilization of Ash

Notice Inviting Tender (NIT)

SECTION A

NOTICE INVITING TENDERS (NIT)

FOR

UTILIZATION OF ASH

Issued by:

ADANI POWER LIMITED (APL)

Tender Documents No. **APL/2024-25/ASH/TENDER-01**

Dated: 26.04.2024

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Adani Power Limited (APL), invites sealed bids from eligible bidders for Sale / Utilization of Ash generated at its Tirora Thermal Power Plant (TPP) as detailed in Bidding Documents Numbered APL/24-25/ASH/TENDER-01 dated 26/04/2024.

BRIEF OVERVIEW OF APL TIRORA THERMAL POWER PLANT:

Adani Power Limited (APL), (hereinafter referred to as '**APL**') is Company incorporated under the Companies Act, 2013 and is engaged in business of, inter alia, thermal power generation.

Adani Power Limited's Tirora TPP is a coal based Thermal Power Plant with a total installed capacity of 3300 MW, situated at Tirora, District: Gondia, State: Maharashtra (erstwhile Adani Power Maharashtra Limited - APML). It is in the process of electricity generation and the ash generated is collected through Electrostatic Precipitator & related process.

For the year 2024-25, APL Tirora TPP is expected to generate 5.00 Million Metric Tonnes of Ash.

Preamble:

Ministry of Environment, Forest & Climate Change (MoEF&CC), vide its notification dated 31.12.2021 had mandated Thermal Power Plants to utilize 100% of ash generated and prescribed Environmental compensations for non-compliance and procedures for its Enforcement, Monitoring, Audit and Reporting. Relevant abstract of notification is produced below for your kind reference:

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A. Responsibilities of thermal power plants to dispose ash and bottom ash.

(4) Every coal or lignite based thermal power plant shall be responsible to utilize 100 per cent ash (ash and bottom ash) generated during that year, however, in no case shall utilisation fall below 80 per cent in any year, and the thermal power plant shall achieve average ash utilisation of 100 per cent in a three years cycle.

...

...

C. Environmental compensation for non-compliance.

(1) In the first two years of a three years cycle, if the coal or lignite based thermal power plant (including captive or co-generating stations or both) has not achieved at least 80 per cent ash (ash and bottom ash) utilisation, then such non-compliant thermal power plants shall be imposed with an environmental compensation of Rs. 1000 per ton on unutilized ash during the end of financial year based on the annual reports submitted and if it is unable to utilize 100 per cent of ash in the third year of the three years cycle, it shall be liable to pay an environmental compensation of Rs. 1000 per ton on the unutilized quantity on which environmental compensation has not been imposed earlier.

...

APL intends to 'utilize / dispose off' the entire Ash generated from its Tirora Thermal Power Plant on 'As-is-where-is' basis to comply with the MOEF&CC, MOP norms.

1.0 SCOPE OF WORK

APL intends to sale / utilize / dispose-off 100% ash to be generated at its Tirora power plant on 'As-is-where-is' basis in FY'2024-25 and the same is expected to be around

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5.00 Million Metric Tonnes. The annual quantity for upcoming years may vary to the extent of generation of power at Tirora Thermal Power Plant. APL shall notify the Utilizer (herein called as successful bidder) regarding the scheduled quantity of ash to be utilized at Tirora TPP at the start of every quarter during the Agreement Term as per Article 3 & 4 of the Draft Ash Utilization Agreement ('**Draft-AUA**').

The Ash to be utilized shall conform to the prescribed norms set out in Exhibit 9 of the ITB (Instructions to Bidder) which comprises notifications and guidelines as issued by MOEF&CC as well as MOP from time to time. Term of the Utilization Agreement shall be for a period of Ten (10) years from the Commencement Date and mutually extendable for another Ten (10) years, as per the provisions of Draft-AUA.

2.0 BID QUALIFICATION REQUIREMENTS

The Bidder shall meet the qualifying requirements (QR) for Financial Capacity (Clause 2.1) and Technical Capacity (Clause 2.2). Bidder shall also note the stipulation of Clause 2.3 "Limitations" as specified herein below:

2.1 QR for Financial Capacity:

- a) **Net worth:** Bidder shall have a Net worth of INR 1,00,00,00,000 (Indian Rupees One Hundred Crores only) in the preceding financial year i.e., 2023-24. Net Worth for the relevant year shall mean the sum of the paid-up equity share capital, equity like instruments and free reserves and surpluses (free reserves and surpluses shall mean all reserves credited out of the profits and share premium account but does not include reserves credited out of revaluation of assets) less miscellaneous expenditure that has not been written off.
- b) **Turnover:** Bidder shall have minimum average annual turnover of INR 2,50,00,00,000 (Indian Rupees Two Hundred Fifty crores only) in the preceding three (3) financial years i.e., 2021-22, 2022-23 and 2023-24.
- c) Bidder shall provide Certificate(s) from its Statutory Auditors (as per Exhibit 7 of ITB) specifying the Turnover and Net worth of the bidder.

2.2 QR for Technical Capacity:

- a) Bidders should have utilized ash of quantity more than 5.0 Million Metric Tonnes in the preceding financial year i.e., 2023-24.
(or)
Bidders should have trading or logistic experience of value more than INR 3,50,00,00,000 (Indian Rupees Three Hundred Fifty crores only) in the preceding financial year i.e., 2023-24.
- b) Bidder shall provide Certificate(s) from its Statutory Auditors supporting the experience criteria (as per Exhibit 8 of ITB).

Modifications to the formats attached in the ITB without changing the meaning or the purpose of the same, may be acceptable at the sole discretion of APL.

2.3 Limitations

- a) The Bids must clearly indicate the Bidder's name and address and other technical details. Bidders are required to furnish the details of the past experiences and enclose relevant documents like copies of authentic work order, completion certificates, agreements, profit & loss account and Balance Sheet of preceding three (3) financial years i.e., 2021-22, 2022-23 and 2023-24.
- b) Any Bid not containing sufficient descriptive materials to describe accurately the properties / characteristics, details as called for above may be treated as incomplete and non-responsive and hence are likely to be rejected/ not to be considered.
- c) Consortiums are not allowed to participate in this bid.
- d) Without the proof of Permanent Establishment (PE) in India, the Agreement will not be executed and EMD will be forfeited.

3.0 COST OF TENDER DOCUMENT

Tender purchase fees (nonrefundable) of Rs. 2,00,000/- (Indian Rupees Two Lakh Only) shall have to be paid by the bidders through a mode of Demand Draft in favor of Adani Power Limited payable at Ahmedabad or through electronic fund transfer to the APL's account as mentioned below:

A/c No	:	30315577841
A/c Type	:	Current Account
Bank	:	State Bank of India
Branch	:	CCG Branch, Navarangpura, Ahmedabad
IFSC Code	:	SBIN0004152

Upon payment of the tender purchase fee, the bidder shall indicate particulars of such payment along with contact details (including official email ids) of its authorized person with whom all correspondence regarding the bidding process shall be shared. Such communication shall be made to the email ids provided at Section 9 of this NIT. The ITB and Draft AUA shall be made available to the bidder on the official email id provided during such communication. The tender purchase fee receipt issued by APL shall be submitted in original/ copy at the time of physical bid submission.

4.0 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation, participation and submission of Bid, and APL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process.

5.0 BID DOCUMENTS

The ITB and Draft AUA shall be made available to those bidders who submit the tender purchase fees.

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6.0 EARNEST MONEY DEPOSIT

An earnest money deposit (EMD) of Rs 1,50,00,000/- (INR One and a Half Crores Only) shall be deposited by the bidder at-least 2 (Two) days prior to bid submission date either through a mode of Demand Draft in favor of APL payable at Ahmedabad or electronic fund transfer to the APL's account whose details are as below:

A/c No : 30315577841
A/c Type : Current Account
Bank : State Bank of India
Branch : CCG Branch, Navarangpura, Ahmedabad
IFSC Code : SBIN0004152

APL will in turn issue EMD receipt confirmation in the form of certificate/ acknowledgement upon receipt of EMD payment and the said certificate/ acknowledgement needs to be submitted by the Bidder along with its bid.

EMD is non-refundable and liable to be forfeited if the bidder does not submit the bid, submits wrong bid / incomplete bid, withdraws the bid or refuses to enter into the Agreement if selected. The amount would be refunded to the non-successful bidders without interest after deducting the bank charges if any.

The EMD shall be refunded/ returned to the successful Bidder on submission of the Contract Performance Guarantee ('CPG') acceptable to the APL as per the terms detailed in the Draft-AUA.

The Utilizer (i.e. successful Bidder) shall provide a Contract Performance Guarantee of an amount in Indian Rupees which shall be calculated in accordance with the Article 8 of Draft-AUA, in the form of bank guarantee issued or confirmed by a Nationalized/ Scheduled Bank in India (except from Co-operative Banks) or in the form of corporate guarantee / firm guarantee issued by group company / parent company of the Bidder having a net worth of more than INR 1,00,00,00,000 (Rupees One Hundred Crore Only) in favor of the APL, in the format enclosed with the Bidding Documents (Exhibit 5 of ITB).

In case the successful Bidder fails to submit this CPG within 30 (thirty) days from the date of execution of Agreement in accordance with the AUA then EMD shall be forfeited for the Bidder.

7.0 SCHEDULE

Particulars	Date/Time
Date of publication of NIT:	26.04.2024
Last Date of Tender Purchase:	03.05.2024
Pre bid meeting:	Tentatively on 07.05.2024. Will be intimated separately to only those Bidders who have paid the Tender Fee.
Deadline for payment of EMD	08.05.2024, 17:00 hrs. IST

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Deadline for Bid submission (through email):	10.05.2024, 12.00 hrs. IST
Deadline for Bid submission (Physical Bids):	10.05.2024, 12.00 hrs. IST
Date of opening of Techno-Commercial bid:	10.05.2024, 15.00 hrs. IST
Date of opening of Price bid	Will be intimated to all responsive bidders.

8.0 GENERAL

- a) Submission of bid will not automatically mean that the Bidder is considered qualified.
- b) Incomplete bid will be summarily rejected.
- c) The requirements stated in the Bidding Documents are minimum, notwithstanding anything stated in this document. APL also reserves the right to assess the Bidder's capability and capacity to perform the Agreement should the circumstances warrant such an assessment in the overall interest of APL.
- d) APL reserves the right to accept or reject any Bid(s) or accept bid for and to annul the process of submission of Bids, at any time without assigning any reason thereof.

9.0 COMMUNICATIONS

All communications in respect of this Bid shall be posted on the Website (or) through an email to all bidders who have purchased the BID Documents.

Any communication to the APL can be addressed to:

Head – Ash management,
Adani Power Limited, 1st Floor, North Wing, Adani Corporate House, Shantigram – SG Highway, Ahmedabad – 382421.

Email Id's: satishkumar.tanwar@adani.com

A Copy of communication is to be marked to below Email Id's:
siddharthr.sharma@adani.com; and raghuv.bhupatiraju@adani.com;