

Adani Power (Jharkhand) Limited (APJL)

Bids for supply of Coal

Notice Inviting Tender (NIT)

SECTION A

NOTICE INVITING TENDERS

FOR

SUPPLY OF COAL

Issued by:

ADANI POWER (JHARKHAND) LIMITED

Tender Documents No. **APJL/22-23/CoalTender01**

Dated: 30/09/2022

Adani Power (Jharkhand) Limited (APJL), invites sealed bids from eligible bidders for supply of Coal to the Delivery Point (as defined in the ITB) and as detailed in Bidding Documents Numbered **APJL/22-23/CoalTender01 dated 30/09/2022**.

BRIEF OVERVIEW OF APJL:

Adani Power (Jharkhand) Limited (APJL), (hereinafter referred to as "**Purchaser**" or "**APJL**") is a Company incorporated under the Companies Act, 2013 and is engaged in business of, inter alia, power generation.

APJL is a wholly owned subsidiary of Adani Power Limited India's largest private sector thermal power producer with an Installed Capacity of 13,610 MW. APJL is developing a 1600 MW (2 x 800 MW) Ultra Supercritical technology-based power plant at Godda District in Jharkhand State. APJL intends to source coal for its 1600 MW Godda plant.

1.0 SCOPE OF SUPPLY

The Purchaser intends to purchase around 5.90 Million Metric Tonnes \pm 10%, of Coal per annum consisting of the Fixed Quantity and Variable Quantity notified by the Purchaser in accordance with the terms of Article 4 of Section C- Draft Coal Supply Agreement ("**Draft-CSA**"). The said quantity of Coal corresponds to around 27,091 Million Kcal of heating value and has been worked out considering gross calorific value of Coal supplied as 4600 Kcal/kg. Such quantity may vary depending upon the actual gross calorific value (as received basis) of Coal supplied and the delivery schedules finalized pursuant to Article 4 of the Draft Coal Supply Agreement.

Agreement Quantity = $5.90 \times 4600 \text{ Kcal/kg} / \text{Actual Gross Calorific value (as received basis) of coal supplied}$.

For indicative purpose, the Agreement Quantity at different gross calorific value of Coal shall be as mentioned in the following table:

Gross Calorific Value of Coal Supplied (Kcal / kg)	Agreement Quantity (MMTPA)
3500	7.74
4600	5.90
5000	5.42

The Coal to be supplied shall conform to the specifications set out in Exhibit 1 of the ITB. Term of the supply shall be a long-term agreement for a period of twenty-five (25) years commencing from the Commercial Operation Date of the Power Station and mutually extendable, as per the provisions of Draft-CSA. The Coal Supply Agreement shall be executed by the successful bidder with the relevant subsidiary of APJL.

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 Positive Net worth in the immediately preceding financial year. 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 3,00,00,00,000 (Indian Rupees Three Hundred crores only) in the immediately preceding three (3) financial years. Bidder shall provide Certificate(s) from its Statutory Auditors (as per Exhibit 10 of ITB) specifying the Turnover of the bidder for the immediately preceding three (3) financial years or Calendar years, as the case may be i.e, FY 2019-20, 2020-21 and 2021-22 or CY 2019, 2020 and 2021.

All the bidders whether local or international should consider telegraphic transfer selling rate notified by SBI TT for 27.09.2022 i.e 82.35 USD / INR for any currency conversion, if required.

2.2 QR for Technical Capacity:

- a) Bids are acceptable for supplying Coal conforming to the Technical Specifications set forth in Exhibit 1 of ITB. The Bidder should have a minimum experience of selling/mining/handling of coal of a minimum quantity of 3.50 Million Metric tonnes Per Annum (MMTPA), in any one of the immediately preceding three financial years i.e., 2019-20, 2020-21 and 2021-22
- b) Bidder shall provide Certificate from its Statutory Auditors for supply of coal (as per Exhibit 11 of ITB).
- c) The Bidders may also provide the supply experience certificate from the concerned customers as per Exhibit 12 of ITB certifying the contracts undertaken and successfully fulfilled during the immediately preceding three (3) Financial Years.
- d) In case the bidder is not able to produce either the supply experience certificate from the customer or the certificate from statutory auditor certifying the quantity of coal supplied during the said period, then either of the two shall be accepted by the purchaser for satisfying the technical qualification criteria.

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 the Purchaser.

For the purpose of qualifying under the Financial Capacity and Technical Capacity requirements, the Bidder shall be permitted to use the technical and/or financial credentials of one or more of its associates / subsidiaries / group companies / parent company etc.

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 experience and enclose relevant documents like copies of authentic work order, completion certificates, agreements, profit & loss accounts and Balance Sheet for the financial years of immediately preceding three (3) financial years and certificate of quality of coal supplied in the past.
- 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 likely to be rejected.
- c) Consortiums are not allowed to participate in this bid.
- d) Without the proof of PE in India, the order will not be awarded and EMD will be forfeited.

3.0 COST OF TENDER DOCUMENT

Tender purchase fees (nonrefundable) of Rs. 50,000/- (Indian Rupees Fifty Thousand Only) shall have been paid by the bidders through a mode of Demand Draft in favour of Adani Power (Jharkhand) Limited payable at Ahmedabad or through electronic fund transfer to the purchaser's account as mentioned below:

A/c No: 003010200044323
A/c Type: Current Account
Bank: Axis Bank Ltd.
Branch: Corporate Banking Branch, Ahmedabad
IFSC Code: UTIB0001530

Upon payment of the tender purchase fee, the bidder shall indicate particulars of such payment along with contact details (including official email id) of its authorized person with whom all correspondence regarding the bidding process shall be shared. Such communication shall be made to the email id's provided at Section 10 of this NIT. The ITB shall be made available to the bidder on the official email id provided during such communication. The tender purchase fee receipt issued by the Purchaser shall be submitted in original / copy at the time of physical bid submission. It is clarified that the Draft-CSA shall be made available to only those Bidders who deposit the EMD in terms of Section 6 herein.

4.0 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of Bid, and APJL 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 shall be made available to those bidders who submit the tender purchase fees. The Draft-CSA shall be made available to only those bidders who submit the EMD in terms of Section 6 herein.

6.0 EARNEST MONEY DEPOSIT

An earnest money deposit (EMD) of Rs 10,00,00,000/- (INR Ten Crores Only) shall be deposited by the bidder at-least 3 (three) days prior to bid submission date either through a mode of Demand Draft in favor of Purchaser payable at Ahmedabad or electronic fund transfer to the Purchaser's account whose details are as below:

A/c No: 003010200044323
A/c Type: Current Account
Bank: Axis Bank Ltd.
Branch: Corporate Banking Branch, Ahmedabad
IFSC Code: UTIB0001530

Purchaser 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.

The EMD can also be submitted by an associate / subsidiary / group company / parent company of the Bidder, on behalf of the Bidder.

This amount is non-refundable if the bidder does not submit the bid, withdraws the bid or refuses to enter into the CSA 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 acceptable to the Purchaser as per the terms detailed in the Draft-CSA.

The Supplier (i.e. successful Bidder) shall provide a Contract Performance Guarantee ("CPG") of an amount in INR which shall be calculated in accordance with the Article 11 of Draft-CSA, in the form of bank guarantee issued or confirmed by a Scheduled Bank in India, in favor of the Purchaser, in the format enclosed with the Bidding Documents (Exhibit 8 of ITB).

In case the successful Bidder fails to submit this CPG even until 30 (thirty) days prior to Initial Delivery Date in accordance with the CSA then EMD shall be forfeited for the Bidder.

7.0 SCHEDULE

Particulars	Date/Time
Date of publication of NIT:	30.09.2022
Last Date of Tender Purchase:	10.10.2022
Pre bid meeting:	Tentatively on 18.10.2022. Will be intimated separately. Participation permitted to only those Bidders who have paid the Tender Fee.
Deadline for payment of EMD	01.11.2022, 17:00 hrs. IST

Deadline for Bid submission (through email):	04.11.2022, 17.00 hrs. IST
Deadline for Bid submission (Physical Bids):	07.11.2022, 10.00 hrs. IST
Date of opening of Techno-Commercial bid:	07.11.2022, 14:00 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. APJL 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 APJL.
- d) APJL 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 Purchaser can be addressed to:

Mr. Raghu Bhupatiraju,
Adani Power (Jharkhand) Limited,
3rd Floor, South Wing,
Adani Corporate House,
Shantigram – SG Highway,
Ahmedabad – 382421.

Email Id's:

raghuv.bhupatiraju@adani.com

A Copy of communication is to be marked to below Email Id's:

meet.pathak@adani.com

vicky.garg@adani.com