

Korba Power Limited (KPL)

Bids for Utilization of Ash

Notice Inviting Tender (NIT)

SECTION A

NOTICE INVITING TENDER (NIT)

FOR

UTILIZATION OF ASH

Issued by:

KORBA POWER LIMITED (KPL)

[A SUBSIDIARY OF ADANI POWER LIMITED]

Tender Document No. **KPL/2024-25/ASH/TENDER-01**

Dated: 04.12.2024

Korba Power Limited (KPL)

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KPL Power Limited (KPL), invites sealed bids from eligible bidders for Sale / Utilization of Ash generated at its Korba Power Plant (TPP), Chhattisgarh as detailed in Bidding Document Numbered **KPL/24-25/ASH/TENDER-01 dated 04.12.2024.**

BRIEF OVERVIEW OF KPL - KORBA THERMAL POWER PLANT:

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

Korba Power Limited's Korba TPP is a coal based Thermal Power Plant with a total installed capacity of 600 MW (2X300 MW), situated at Village Pathadi, P.O. Tilkeja, District Korba, State Chhattisgarh, India (Formerly known as Lanco Amarkantak Power Limited). It is in the business of thermal power generation wherein ash is generated after combustion of pulverized coal which is collected through Electrostatic Precipitators & related process.

KPL Korba TPP is expected to generate 1.50 Million Metric Tonnes of Ash annually.

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 utilization fall below 80 per cent in any year, and the thermal power plant shall achieve average ash utilization of 100 per cent in a three years cycle.

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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) utilization, 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.

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KPL intends to 'utilize / dispose off' the entire Ash generated from its Korba Thermal Power Plant on 'As-is-where-is' basis to comply with the MOEF&CC, MOP norms of 100% utilization targets.

1.0 SCOPE OF WORK

KPL intends to sale / utilize / dispose-off 100% ash to be generated at its Korba power plant on 'As-is-where-is' basis on 'Annual basis' and the same is expected to be around 1.50 Million Metric Tonnes. The annual quantity for upcoming years may vary to the extent of generation of power at Korba Thermal Power Plant. KPL shall notify the Utilizer (herein called as successful bidder) regarding the scheduled quantity of ash to be utilized at Korba TPP at the beginning 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 Three (03) years from the Commencement Date and mutually extendable, as per the provisions of regulatory norms.

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 i.e. 2023-24.
- b) **Turnover:** Bidder shall have minimum average annual turnover of INR 100 Crores in the immediately preceding three (3) financial years i.e., 2021-22, 2022-23 and 2023-24.
- c) Bidder shall provide supporting documents for verification of the Turnover and Net worth of the bidder (as per Exhibit 7 of ITB).

2.2 QR for Technical Capacity:

- a) Bidders must have logistic experience or ash utilization experience of at least 1.5 Million Metric Tonnes in the financial year 2023-24, and a total experience of more than 4.5 Million Metric Tonnes in the three financial years 2021-22, 2022-23, and 2023-24.
- b) Bidder shall provide supporting documents for verification of 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 KPL.

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 & 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 (non-refundable) of Rs. 3,00,000/- (Indian Rupees Three Lakh Only) shall have to be paid by the bidders through electronic fund transfer to the KPL's account as mentioned below:

A/c No : 43372902868
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 KPL 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 KPL 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.

6.0 EARNEST MONEY DEPOSIT

An earnest money deposit (EMD) of Rs. 1,00,00,000/- (INR One Crore Only) shall be deposited by the bidder at-least 2 to 3 days prior to bid submission date through electronic fund transfer to the KPL's account whose details are as below:

A/c No : 43372902868
A/c Type : Current Account
Bank : State Bank of India
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KPL 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 KPL 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 KPL, 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:	04.12.2024
Last Date of Tender Purchase:	12.12.2024
Pre bid meeting:	Tentatively on 16.12.2024. Will be intimated separately to only those Bidders who have paid the Tender Fee.

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Deadline for payment of EMD	18.12.2024, 17:00 hrs. IST
Deadline for Bid submission (through email):	21.12.2024, 12.00 hrs. IST
Deadline for Bid submission (Physical Bids):	21.12.2024, 12.00 hrs. IST
Date of opening of Techno-Commercial bid:	23.12.2024, 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) An incomplete bid will be summarily rejected.
- c) The requirements stated in the Bidding Documents are minimum, notwithstanding anything stated in this document. KPL 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 KPL.
- d) KPL 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 KPL can be addressed to:

Head – Ash management,
Adani Power Limited, KP Epitome,
Near DAV International School,
Makarba, Ahmedabad – 380051, Gujarat, India

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

A Copy of communication is to be marked to below Email Id's:
kinjarp.shah@adani.com; & siddharthr.sharma@adani.com