

**TENDER DOCUMENT FOR SALE OF FLY ASH FROM ASH
SILOS & ASH POND OF 2 x 270 MW UNITS OF ADHUNIK
POWER THERMAL POWER PLANT, PADAMPUR,
JHARKHAND**

TENDER No: APNRL/Fly Ash/May/02

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**“INVITATION OF BIDS FOR SALE OF FLY ASH FROM ASH SILOS & ASH POND
OF 2 x 270 MW ADHUNIK POWER & NATURAL RESOURCES LTD, TPP
THERMAL POWER PLANT” SARIEKELA_KHARSWAN, JHARKHAND.”
[FOR A PERIOD OF 01 (ONE) YEARS]**

INSTRUCTIONS TO BIDDERS:

1. Introduction:

Adhunik Power & Natural Resources Limited (henceforth referred to as APNRL, The seller) intends to promote utilization of fly ash as resource material in accordance with the amendment in notification from Ministry of Environment and Forest, Government of India, no. S. O. 5481 (E) New Delhi, the 31st December 2021. To facilitate this, APNRL wishes to supply ESP Fly Ash & Pond Ash from its 2x270 MW Adhunik Power & Natural Resources Ltd at Kandra, Gamharia, Sariekela district Jharkhand. APNRL thus invites bids from eligible and interested parties(Buyer) for supply of ESP fly ash & Pond Ash.

2. Scope:

- a. As per the notification 31st December 2021, Utilization of fly ash in the manufacturing of building materials and in construction activity within a specific radius of 300 Km from TPP. ESP fly ash production shall be supplied to the interested buyers from the delivery point(s) i.e. ash Silo chutes on sale basis and Pond ash shall be supplied from Ash pond on sale basis.
- b. Purchase of Fly Ash from Silos/Heap & Pond Ash from 2x270 MW APNRL Thermal Power Plant.
- c. **The Buyers or Bidder shall make their own arrangement i.e. lifting, loading, unloading, transportation and disposal of Fly Ash & Pond Ash for taking delivery in their own bulkers or closed trucks or rail rake in compliance with the guidelines as mandated under Notification dated 31.12.2021 of MOEF. Buyer shall depute its representative for coordination of bulker movement. Buyer will be responsible for any violation of MOEF notification for lifting, loading, unloading, transportation and disposal of Fly Ash & Pond Ash.**

The bidder to indicate the quantity of fly ash that the bidder is intending to purchase.

The buyer shall ensure that the loading, unloading, unloading, transportation, storage and disposal of ash is carried out in an environmentally sound manner as per the CPCB guidelines of March 2019 and all precautions are taken to prevent air and water pollution. The Bidder shall be solely responsible for compensation or damages or penalty imposed for non-compliance of any Act/Rules governed by MoEF/CPCB/JSPCB or any other relevant statutory agencies.

3. Invitation of tenders:

- a. APNRL invites bids for sale of fly ash.
- b. The base rate price for sale of fly ash may be mutually agreed upon.
- c. Minimum bid quantity will be 1,00,000 MT/year.
- d. The Bidder shall submit the Quotation for disposal of Ash from Following Railway siding separately:

1. Birarajpur Railway Siding 2. Chandil Railway Siding 3. Bihar Sponge Railway Siding

4. Schedule for bidding process:

Sl.No.	Event Description	Date and Time
1	Expression of Interest Publication	15.05.2023
2	Submission of Expression	25.05.2023
3.	Last date and time for receiving pre-bid queries	29.05.2023
4	APNRL response to queries latest by*	30.05.2023
5	Last date and time of submission of Bids	15:00hrs of 08.06.2023
6	Opening of technical bid	12:00hrs of 10.06.2023
7	Bid -opening	Shall be informed latter to bidders

- *Note - 1. APNRL shall reply to concern bidders through email only
2. Further process shall be informed separately to bidders

5. Submission of tender:

Sealed tender document is to be submitted by the bidder by 01.06.2023, 1500 HRs by Speedpost/Registered post at the address mentioned below: -

Sr.Manager (Contract),
Adhunik Power & Natural Resources Ltd.,
Padampur,
Kandra-Chowka Road, Saraikela-Kharsawan, behind PGCIL Substation,
Jharkhand-832105
e-mail- nitinagarwal@adhunikpower.co.in

Contact Persons:-

1. Sh. Prosanta Chakraborty-8585078431 /Sh. Nitin Agarwal – 9771404921
2. Sh. Kamlesh Jha - 7763818994

6. Credentials and PQR:

- a) The prospective bidders, who have adequate documents to fulfill criteria of credentials and the Pre-Qualification Requirement (PQR) as detailed hereunder for respective tender, will send the scanned self- certified copies of requisite documents as required in tendering process.
- b) Following shall be the Pre - Qualifying Requirements for the bidders:-
 - i. As per MoEF notification dated 31st December 2021 for utilization of fly ash, the bidder should be either the user agency itself or the trade agency, which is legally connected with the end user of fly ash.
 - ii. The average turnover of the bidder during last three financial years should be more than Rs.

50 Lakhs per year. Audited balance sheet showing business turnover and profit & loss account for last three years should be submitted.

- iii. The bidder should have utilized at least One Lac MT of fly ash in their plants during last year. Bidder shall submit the credentials of utilization of 1 Lac MT fly ash in the previous year.
- iv. The successful bidders shall have to lift the quantity of pond ash from ash pond equivalent to 80% of their ordered quantity of dry fly ash quantity from silos on monthly basis till total evacuation & disposal of Legacy Ash. In the event of less lifting of allocated quantity in any month, the buyer shall have to cover the unlifted quantity of pond ash in next month till evacuation of legacy ash or having firm contract with agency
- v. The bidder should be user agency itself or the trade agency, which is legally connected with the end user of fly ash. (undertaking to be submitted in this regard is enclosed as Annexure-I).
- vi. Certified copy of Income TAX, VAT, GST, Sales TAX and EPF registration issued by competent authority should also be submitted.

7. Techno-Commercial Bid:

The bidder shall submit the filled in tender documents along with all documents by the due date as mentioned in this tender. Any bid received after the last date and the time of Submission of Bid shall not be considered.

The Bids are to be submitted in a single closed cover envelope containing Envelope I (Technical- Bid) and Envelope II (Financial Bid) each one duly closed separately. Envelope I should be transcript as “Technical Bid” and Envelope II shall contain “Financial Bid”.

7.1. Check list for bidders:-

The Bidder needs to submit self-attested documents to prove the Bid is complete:-

Part of Envelope I :-

- i. As per MoEF notification dated 31st December 2021 for utilization of fly ash, the bidder should be either the user agency itself or the trade agency, which is legally connected with the end user of fly ash.
- ii. The average turnover of the bidder during last three financial years should be more than Rs. 50 Lakhs per year. Audited balance sheet showing business turnover and profit & loss account for last three years should be submitted.
- iii. The bidder should have utilized at least One Lac MT of fly ash in their plants during last year. Bidder shall submit the credentials of utilization of 1 Lac MT fly ash in the previous year.
- iv. The bidder should be user agency itself or the trade agency, which is legally connected with the end user of fly ash. **(Undertaking to be submitted in this regard is enclosed as Annexure-I).**

- v. Certified copy of Income TAX, VAT, GST, Sales TAX and EPF registration issued by competent authority should also be submitted.
- vi. Any other document as requested in the tender document.

Envelope -II - Financial bid

- i. The bidder shall submit financial bid duly signed by the Authorized person as at Annexure-II

Note – APNRL reserve the right to ask for any additional information / document etc. to verify the claims of the bidders. In event of not receiving the information / document etc. from the bidder as asked by APNRL within the given timeline, APNRL reserve its right to reject the bid.

8. Price bid:

Bidder shall submit the Price bid as mentioned in Annexure II of this document.

9. Validity of Bids:

The Bidder shall keep the bid valid for a minimum period of Forty Five (45) days from the date of last date of submission of the bids.

10. Modification and Withdrawal of Bids:

No bid may be modified / withdrawn in the interval between the bid submission deadline and the expiry of the bid validity period.

11. Supplier's Right to accept any Bid or to reject any or all Bids:

Notwithstanding anything mentioned above, APNRL reserves the right to accept or reject any bid, either in full or in part or to annul the bidding process and reject all bids at any time prior to allocation of quantity, without assigning any reason thereof.

12. Supplier's Right to Vary quantities at the Time of allocation/supply:

APNRL reserves the right at the time of allocation or during the period of sale to increase, decrease or delete the quantity of fly ash from that originally specified in the bid documents without assigning any reason. APNRL even reserves right to cancel the contract at any stage by giving 30 days' notice.

13. Security Deposit (S.D):

- a) Within seven (7) days of the issue of award letter for allocation by the Seller, successful Bidder shall submit the Security Deposit (S.D) for an amount equivalent to five (5) percent of value of annual allocated quantity in the form of Demand Draft of any nationalized bank / scheduled bank in favor of "Adhunik Power & Natural Resources Ltd" payable at Kolkata.

- b) The Security Deposit will be for faithful performance of contract. In the event of any default, or discontinuing of lifting of Ash or breach of contract, the Security Deposit will be forfeited.
- c) Security Deposit (S.D) shall be released promptly after successful completion of contract in all respects.

14. Understanding and Clarification of Bid Documents:

- a) The Bidder is expected to carefully read/understand the Bid documents and fully satisfy himself to all the conditions and matters, which may in any way affect the work or the cost thereof. If any Bidder finds discrepancies or omissions in the Bid documents or is in doubt as to the true intent or meaning of any part thereof, he shall at once request in writing to the APNRL for an interpretation/clarification of the Bid documents. However, such request must reach the Supplier/seller 10 day before the last date of submission of bid, otherwise, the request for clarification may not be entertained. After receipt of such interpretation or clarifications, the Bidder shall submit his Bid but within the time and date as specified in the invitation to Bid. All such interpretation and clarification shall form a part of the documents and must accompany the proposal. However this will not be a binding on supplier for giving reason whatsoever it may.
- b) Verbal clarifications and information given by Seller or its employees or representatives shall not be in any way binding on the APNRL.

15. Award for supply of Fly Ash:

- a) APNRL will issue LOA of allocation for sale of Fly Ash in writing to the successful Bidders. The successful bidder shall return the duplicate copy of the award letter duly signed & stamped as token of his acknowledgement & acceptance.
- b) APNRL shall decide the bidders based on maximum sale price quoted and least transportation and loading price quoted for transportation up to loading point. The transportation of ash as per MOEF guideline will be under bidder scope.
- c) Bidder would be required to comply with all requirements of the notification of MOEF without any extra cost to APNRL, failing which his Security Deposit may be forfeited.
- d) Buyer/Buyers are required to lift the fly ash completely on clean sweep basis. Quantity indicated is only estimated quantity and APNRL shall not compensate for any loss & damages should the actual quantity be less than estimated/ ordered quantity. The quantity will be measured as per the weighing machine weight at APNRL site.

16. Taxation:

1. Bid price shall be inclusive of all taxes, levies, cess and duties etc. except GST (on the invoice value as applicable on the date of invoice). At present GST shall be paid by the owner in reverse charge mechanism.
2. Owner shall deduct applicable taxes at source (TDS) as per statutory requirements.

17. Bid Proposal Schedule:

Bidders are to quote their annual quantity requirement in the bid price schedule.

18. Deviation:

Any deviation taken in the terms and conditions of the Bid Document by bidder may render the bid non responsive and same may not be considered. No correspondence shall be made about the rejection of bid.

19. Acquaintances of local conditions:

It will be imperative for the Bidder to fully acquaint himself of all local conditions and factors, which shall have any effect on the execution of the work covered under these documents and specifications. The bidder is advised to visit 2x270 MW Adhunik Power Thermal Power Plant, Kandra, Gamharia, Sariekela, Jharkhand before submitting the bid, if he desire so.

20. Confidentiality:

- a. Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for allocation shall not be disclosed to bidders or any other person not officially concerned with such process.
- b. Any effort by the bidder to influence the Supplier in the Supplier's bid evaluation, bid comparison, or allocation decisions may result in the rejection of the Bidder's bid.
- c. From the time of bid opening to the time of allocation, if any Bidder wishes to contact the Supplier on any matter related to its bid, it should do so in writing.

21. Correction of Arithmetical errors:

- a. If there is a discrepancy between words and figures for the quantity, price or period of fly ash required as mentioned in bid price schedule, then the quantity, price or period written in word shall prevail.
- b. If a Bidder does not accept the correction of errors, its bid will be rejected.

22. Settlement of Disputes:

In the event of any dispute arising between the Parties in connection with any matter or thing herein contained or the operation or construction thereof or any matter or thing in any way connected with this Agreement, including any question regarding its existence, interpretation, validity or termination, the Parties shall first endeavor to reach an amicable settlement through mutual consultations and negotiations by the officials of the Parties. If the Parties are unable to reach an amicable settlement within 30 (thirty) business days from the date on which the dispute arose (except as to any matter for which express provisions are made in this Agreement) any of the Party may make a reference to arbitration upon written notice to that effect to the other Party and such arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and any modification or re-enactment thereof. The Arbitration shall be conducted by a panel of 3 (three) Arbitrators, one each to be appointed by the Parties to the dispute or difference and the third Arbitrator shall be appointed by the two Party appointed arbitrators within the 30 (thirty) days of their appointment. In the event arbitrators on the Arbitration panel cannot

be appointed in the manner detailed herein, the Arbitrators shall be appointed as per provisions of the Arbitration and Conciliation Act, 1996, The Arbitration proceedings shall be conducted in English language. The award made in pursuance thereof shall be binding on the Parties. The venue of arbitration shall be Kolkata and subject to the above, the Civil Courts in Kolkata shall have exclusive jurisdiction in this matter.

23. Force Majeure:

Neither Party shall be in breach of contract if it is unable to fulfill its contractual obligations due to Force Majeure events. The Force Majeure events shall mean the events or circumstances beyond reasonable control of Owner and Consultant such as:

- (a) Act of God.
- (b) An act of war, (whether declared or undeclared) hostilities, invasion, acts of terrorism, armed conflict or an act of foreign enemies, blockade, embargo, revolution, military action.
- (c) Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties.
- (d) Riot, civil commotion, terrorism or disorder, unless solely restricted to employees of the Consultant or of its Sub-Contractors.

Either Party has the right to terminate the contract if a single Force Majeure event lasts more than 90 (ninety) days or events in aggregate last more than 120 (one hundred and twenty) days.

24. Insurance:

The Buyer shall be fully responsible for maintaining all the insurances as per law of land at its cost. Bidders workmen shall have to abide by the rules & regulations including safety & security regulation of the relevant statutory Acts. Entry inside the plant should only be against Gate Pass for the men and equipment for which purchaser will have to apply well in advance before lifting of ash commences.

25. Suspension of the supply:

- a. The Supplier reserves the right to suspend and reinstate execution of the whole or any part of the supply.
- b. The supplier shall not be responsible for any liabilities for suspension of issue of fly ash or issue of reduced quantity of Fly Ash for any reason whatsoever.

26. Recovery of Sums Due:

Whenever any claim for the payment of the sum of money arises against the buyer, the Supplier shall be entitled to recover such sum by appropriating in whole or in part, from advance deposited against fly ash and /or the Security Deposit deposited by the buyer.

27. Safety Requirements:

The buyer shall ensure safety and security of all its personnel, working at different places in connection with this supply and shall be fully responsible for the same. All safety tools and tackles required like helmets, goggles, gas masks, respiratory masks, gumboots, shoes, safety belts wherever required will be provided by the buyer. The buyer shall also ensure safety of all APNRL and Supplier's delivery personnel at delivery site.

28. Disorderly Conduct:

The buyer shall at all times take all reasonable precautions to prevent any unlawful, notorious or disorderly conduct by or amongst the buyer's staff and labor and for the preservation of peace and protection of persons and property in the neighborhood of the delivery site against the same.

29. Working Hours:

Delivery of fly ash is intended to be given 24Hrs on all days including Sundays & Holidays and as per direction of the Engineer-in-Charge.

30. Breach of Contract:

Poor performance in execution of work or non-execution of the contract in part or full shall be considered default of the contractor leading to breach of the contract. In the event of breach of contract APNRL shall have the liberty to get the work executed by other agency or by APNRL own resources for the remaining period of the contract at the cost and risk of the contractor. APNRL shall give a notice of 14 days to the contractor in the event of breach of contract before resorting to any alternative arrangements. The extra cost so incurred in this regard shall be recovered by APNRL from the contractor's receivable, guarantee etc.

31. Commencement of first off take:

Commencement of first off take should not exceed beyond Ten (15) days from the date of issue of award letter and as per terms and conditions of the award letter unless specifically agreed by the APNRL.

32. Weighment for invoicing:

Fly ash shall be issued based on actual weighing at plant premises. Weight so recorded shall be considered final. In case, no arrangement of weighment of bulkers / trucks is available, the quantity will be measured on the basis of volume and density of fly ash. In this regard, the decision of APNRL Engineer-in-charge will be final and binding.

33. Penalty Cum Termination Of Contract:

- a. The buyer shall have to off take minimum 80% of monthly-allocated quantity of fly ash from silos as well as minimum 20000 MT per Month of pond ash.
- b. In the event of lifting of minimum 80% of allocated quantity in any month of Fly ash from silos, the leftover /balance quantity shall be distributed to other buyers on Pro Rota basis.

- c. If buyer fails to lift minimum 80% of monthly allocated quantity of fly ash from silos for the fourth time in a year and less than 15000 MT per Month of Pond Ash, then in such case 10 % Penalty shall be imposed on the leftover/balance quantity of Fly ash from silos and Pond ash or may be the contract will be terminated automatically.

34. Shortfall in supply by Supplier:

- a) Fly Ash is a product of coal combustion, which again is subject to requirement of generation of electricity in the areas earmarked by the regulatory authorities. Scheduled and unscheduled shutdowns also affect generation of electricity and thus generation of Fly Ash. Though all efforts will be made to maintain contracted quantity of Fly ash available, Supplier does not guarantee availability of Fly Ash in contracted quantity regularly and will not be liable for any compensation or damages for non-availability in required quantity of the same.
- b) In case Supplier is unable to provide contracted quantity of fly ash due to any reasons including forced outages of the plant, congestions etc. supplier in respect of each buyer shall re-adjust the annual / fortnightly contracted quantity downward. In such case, the determination of quantity for Termination of Contract shall be computed w.r.t quantity made available for that fortnight.
- c) Supplier may offer additional quantity of fly ash at a later date subject to availability, if party agrees. However this may not be binding on both the parties.

35. Taxes, Duties, & Levies etc:

The Bidder shall be liable and responsible for payment of all statutory levies in the form of taxes, duties, octroi etc. on the Supply. Such statutory liabilities, if any, shall be paid by bidder extra at actual.

36. Delivery:

- a. Successful bidders / Buyers shall be required to depute their authorized representatives to the ash silos areas of the power station for coordination and taking delivery of fly ash. The authorized representatives shall be required to bear valid Identity Proof.
- b. Delivery will be in bulkers or closed trucks only. Open trucks will not be allowed to take delivery.

37. Billing:

- a. Buyer shall submit an advance payment equivalent to amount calculated for the fly ash to be lifted by the Buyer in a month. In case the amount is exhausted in a month, then the same shall be replenished to maintain the amount. At the beginning of each month the advance amount is to be replenished.
- b. Supplier will raise challan(s) on daily basis and invoices on daily/weekly basis and shall deliver to the Buyer(s) an invoice showing the value of the fly ash delivered, along with applicable duty/taxes/cess etc. and shall be adjusted against the advance payment made by the buyer(s).
- c. Supplier has right to suspend the delivery of Fly Ash if advance amount is not available with the Supplier by the required date and such suspension of delivery shall be to the account of buyer.

38. Dispute regarding over loading:

In case of any problem arising due to overloading of trucks/bulkers, APNRL and its personnel/authorities shall not be responsible and only buyer shall have to face consequences as per existing traffic / transport rules.

39. Lifting of pond ash:

- a. The successful bidders shall have to lift the minimum 20000 MT per Month of pond ash from ash pond at mutually agreed price. The evaluation of quantity of pond ash lifted by the bidder shall also be done on monthly basis.

In case, bidder fails to lift pond ash quantity mentioned above, the un-lifted quantity of pond ash will be calculated on percentage basis.

In the event of default by buyer for not lifting of allocated quantity in any month, as mentioned above, the buyer shall have to cover penalty as per clause 33(d).

- b. Bidders shall have to make their own arrangements of lifting of pond ash.

(On Official Letter head of the Buyer)

Subject: Undertaking for use of Fly Ash in Cement / Construction / or any other ash based Product / Industry other eco-friendly purpose in compliance with MoEF & CC fly ash notification dated 31.12.2021.

This is to certify that We, M/s -----, are the bidder for lifting & disposal of the Fly Ash from 2x270 MW Adhunik Power & Natural Resources Ltd, Coal Based Power Plant, Kandra, Gamharia, Sariaikela Dist, Jharkhand against Bid Specification No.

..... Fly Ash, if allocated to us, shall be used in Cement manufacturing / construction / or any other ash based products / Industry/other eco-friendly purpose which is governed by MoEF & CC fly ash notification dated 31.12.2021 . Whenever required, we hereby agree to submit the relevant documents in support of this undertaking, up to the entire satisfaction of APNRL.

(Signature of authorized person) (Name &

Designation) (Seal/ Stamp of Company)

Quantity and Total Price Format

1. DRY FLY ASH (SILO)

- (a) **Quantity of Fly Ash to be lifted in a year** :
- i) By Road Mode :
- ii) By Rail Mode :
- (b) **Total Price per MT** :
- (Exclusive of all taxes and Duties)**
- i) By Road Mode :
- ii) By rail Mode :
- (a) Birrajpur Railway siding :
- (b) Chandil Railway siding :
- (c) Bihar sponge Railway siding :
- (c) **Bidder to mention the applicable Taxes and Duties below**
- i.
- ii.

2. POND ASH

- (a) **Quantity of Pond Ash to be lifted in a year** :
- (80% of fly Ash quantity- till total lifting & disposal of Pond Ash)
- i) By Road Mode :
- ii) By Rail Mode :
- (b) **Total Price per MT** :
- (Exclusive of all taxes and Duties)**
- i) By Road Mode :
- ii) By rail Mode :
- (a) Birrajpur Railway siding :
- (b) Chandil Railway siding :
- (c) Bihar sponge Railway siding :
- (c) **Bidder to mention the applicable Taxes and Duties below**
- i.
- ii.

3. CONDITIONED LEGACY ASH

- (a) **Quantity of Legacy Ash to be lifted in a year** :
- (80% of fly Ash quantity- till total lifting & disposal of legacy Ash)
- i) By Road Mode :
- ii) By Rail Mode :

- (b) **Total Price per MT** :
- (Exclusive of all taxes and Duties)
- (i) By Road Mode :
 - (ii) By rail Mode :
 - (a) Birraipur Railway siding :
 - (b) Chandil Railway siding :
 - (c) Bihar sponge Railway siding :

- (c) **Bidder to mention the applicable Taxes and Duties below**
- iii.
 - iv.

DISCLAIMER

1. This tender document is not an agreement with APNRL and the Buyer or any other party but merely a tender document. The purpose of the tender document is to provide interested parties with general information for submission of bid. The information is based on certain material and information in public domain.
2. This tender document does not purport to contain all the information each Bidder may require. Each Bidder at its risk and cost should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and obtain independent advice from appropriate sources.
3. Neither APNRL nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this tender document. No claim of whatsoever nature either Financial or otherwise will be entertained by APNRL.
4. Neither APNRL nor their employees will have any liability to any Bidder or any other person under any statutes including the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this tender document, the information and any other information supplied by or on behalf of APNRL or their employees, or otherwise arising in any way from the selection process
5. APNRL may in its absolute discretion, but without being under any obligation to do so, update, cancel, amend or supplement, effect any change(s) to this tender document without assigning any reason thereof.