

SEC. I NOTICE OF EXPRESSION OF INTEREST (EOI)

Jhabua Power Ltd.
CIN NO : U40105WB1995PLC068616
(A Joint Venture of NTPC)
600 MW Thermal Power Plant,
At/ Po-Barela, Tehsil-Ghansore, District-Seoni,
State - Madhya Pradesh, India,
Pin – 480997

EOI NO. : JPL/C&M/EOI/0002/23-24; Dated: 17.06.2023

EXPRESSION OF INTEREST (EOI) for Sale of Dry Fly Ash and Scope of services for the Bottom Ash transportation through road mode at NTPC-Jhabua Power

M/s Jhabua Power Ltd. Dist.–Seoni, M.P (A JV of NTPC Ltd) invite EXPRESSION OF INTEREST (EOI) for Sale of Dry Fly Ash and Scope of services for the Bottom Ash transportation through road mode at NTPC-Jhabua Power from eligible bidders having suitable experience and expertise of required work as per mentioned qualifying requirements of EOI

Employer invites **EOI** on **SINGLE STAGE-THREE ENVELOPE** basis

- Envelope-I: Techno-Commercial Proposal
- Envelop-II: EMD deposit .
- Envelope –III: EOI Price

1. Brief Description of EOI:

EOI Ref No / EOI ID	JPL/C&M/EOI/0002/23-24; Dated: 17.06.2023
Document Download Start date	19.06.2023
Source of NIT	NA
Form of Contract/Tender Category	Services
Type Of Bidding	SINGLE STAGE-Three ENVELOPE
Clarification Start Date	20.06.2023
Clarification End Date	26.06.2023
EOI Submission End Date	30.06.2023 (Monday) before 5:30 PM
EOI Opening Date	Shall be informed
EMD amount	Rs. 50,000/- (Rs. Fifty THousand) For each EOI in EFT in favour of Jhabua Power Ltd

2. BRIEF SCOPE OF WORK:

The brief scope of work under this package shall include the following:

A. EOI -1

Sale & transportation of approx. 2,00,000 MT dry Fly ash (annual basis) from Jhabua Power Ltd (JPL) to the end users like Cement and Highway construction etc. through Road as per the Notification of MoEF & CC, dated 31.12.2021 for ash utilization

B. EOI -2

Tie up and disposal including transportation of approx. 1,50,000 MT bottom ash from Jhabua Power Ltd (JPL) to the end users like Cement and Highway construction etc. through Road as per the Notification of MoEF & CC, dated 31.12.2021 for ash utilization

3.Requirements for BIDs

A. EOI-1

Sale of Dry Fly Ash at NTPC -Jhabua Power Ltd, Seoni MP

Jhabua Power Ltd; (NTPC-JHABUA POWER), a Joint Venture company of NTPC Limited, is a power generation company based situated at Seoni in the State of Madhya Pradesh. NTPC-JHABUA POWER has 1 X 600 MW Commercial operation since May'16.

EOI is for sale of dry fly ash lifting through closed bulker and covered hywa by road. Dry fly ash lifting is from silo of AHP of JPL to end users.

Brief scope of work:

Sale & transportation of approx. 2,00,000 MT dry Fly ash (annual basis) from Jhabua Power Ltd (JPL) to the end users like Cement and Highway construction etc. through Road as per the Notification of MoEF & CC, dated 31.12.2021 for ash utilization.

A. Road Mode through Closed bulkers/Covered Hyva: -

- a) Mobilizing adequate nos. of covered trucks for transportation of ash from designated silo to end users
- b) In case of Ash transportation by road, all the expenses like Toll, RTO charges, Challan, Police station on route, accident, overload etc. shall be borne by vender.
- c) JPL may permit loading of trucks/bulkers round the clock on all days of the year irrespective of any holidays and the documents required/authorization will be given by the site authority as per the JPL's procedure to the trucks to ensure that no truck is unduly detained.
- d) Vendor will nominate a person in writing who will be authorized representative to conduct the business and development of vehicles on your behalf at the loading point. Vendor will be responsible for supervising and coordinating the loading at relevant site, including safety of man & machinery
- e) Closed Bulker & Containers filling will be done on first come first serve basis. So, no waiting charges will be provided to any vendor admissible.
- f) No detention charges will be paid by JPL in any case whatsoever.
- g) Vendor will keep the company indemnified of any claim/ compensation / fines/ legal action etc. of any kind of nature whatsoever in respect of your trucks while transporting the fly ash, including accident of the said vehicles or fine against you, the vehicle owner, the driver of the vehicle or any other persons.

- h) Weighment recorded at weigh bridge located at JPL plant/authorized weigh bridge of JPL shall be treated as final for accountability of quantity.
- i) Any damages made to the property of JPL will be recovered from vendor.
- j) Transit insurance for the Ash transported shall be in vendor scope. In case of any unforeseen mishap or accident vendor will be responsible to arrange for the insurance survey at the accident site, take photographs and file FIR at nearest police station and submit a copy to JPL immediately. Vendor shall be responsible for sending representatives of Insurance Company to the accident site to assess his damage and report to JPL immediately.
- k) Vendor will deploy adequate nos. of manpower and covered trucks and bulkers and strictly follow pollution controls board norms while transporting and handling of Ash
- l) Driver & machineries entering JPL should have valid license/certificate/safety compliances i.e. reverse horn etc.
- m) Submission of end user certificate every month along with payment invoice to JPL.
- n) The Vendor must provide minimum 10 or more bulker/closed containers per day and shall lift minimum quantity 15000 T per month basis.
- o) All the expenses like Toll, RTO charges, Challan, accident, overload etc. shall be borne by vender.

Scope of JPL:

- I. Providing required quantity of dry fly ash & bottom for filling in to bulkers/hyva.
- II. Providing parking facility for bulkers near designated Ash silo.
- III. If Unit will be off bar then Ash may not be provided to vendor.

Commercial terms & Conditions:

- 1. The Bidder shall submit the GST registration details/certificate including the registration under Transportation Services category.
- 2. The bidder is required to submit an advance of **INR 3,00,000/-** which will be adjusted with reference to quantity lifted. Once deposited amount exhausted then vendor has to deposit additional amount proportionate to the quantity to be lifted beyond the quantity valuing **INR 3,00,000/-**.
- 3. Security amount of **INR 1,00,000/-** has to be deposited by successful Bidder.
- 4. Preference shall be given to Bidder with Highest Price and Highest Quantity (H1& Qh)
- 5. All other interested bidder shall be offered on H1 rate and proportionate quantity.
- 6. EMD of **INR 50,000/-** to be submitted along with EOI.

B. EOI – 2

Scope of Services for the Bottom Ash disposal/Transportation through Road Mode at NTPC -Jhabua Power, Seoni MP

Jhabua Power Ltd; (NTPC-JHABUA POWER), a Joint Venture company of NTPC Limited, is a power generation company based situated at Seoni in the State of Madhya Pradesh. NTPC-JHABUA POWER has 1 X 600 MW Commercial operation since May'16.

EOI is for Tie up for disposal/Transportation of Pond Ash and bottom ash through covered hyva by road. Bottom ash lifting is from ash pond & dewatering bin of JPL to end users.

Brief scope of work:

Tie up for disposal including transportation of approx. 1,50,000 MT bottom ash from Jhabua Power Ltd (JPL) to the end users like Cement and Highway construction etc. through Road as per the Notification of MoEF & CC, dated 31.12.2021 for ash utilization.

A.Road Mode through Closed bulkers/Hyva: -

- a) Mobilizing adequate nos. of covered trucks/bulkers for transportation of ash from designated silo to end users
- b) In case of Ash transportation by road, all the expenses like Toll, RTO charges, Challan, Police station on route, accident, overload etc. shall be borne by vendor.
- c) JPL may permit loading of trucks/bulkers round the clock on all days of the year irrespective of any holidays and the documents required/authorization will be given by the site authority as per the JPL's procedure to the trucks to ensure that no truck is unduly detained.
- d) Vendor will nominate a person in writing who will be authorized representative to conduct the business and development of vehicles on your behalf at the loading point. Vendor will be responsible for supervising and coordinating the loading at relevant site, including safety of man & machinery
- e) Closed Bulker & Containers filling will be done on first come first serve basis. So, no waiting charges will be provided to any vendor admissible.
- f) No detention charges will be paid by JPL in any case whatsoever.
- g) Vendor will keep the company indemnified of any claim/ compensation / fines/ legal action etc. of any kind of nature whatsoever in respect of your trucks while transporting the bottom ash, including accident of the said vehicles or fine against you, the vehicle owner, the driver of the vehicle or any other persons.
- i) Weighment recorded at weigh bridge located at JPL plant/authorized weigh bridge of JPL shall be treated as final for accountability of quantity.
- j) Any damages made to the property of JPL will be recovered from vendor.

- k) Transit insurance for the Ash transported shall be in vendor scope. In case of any unforeseen mishap or accident vendor will be responsible to arrange for the insurance survey at the accident site, take photographs and file FIR at nearest police station and submit a copy to JPL immediately. Vendor shall be responsible for sending representatives of Insurance Company to the accident site to assess his damage and report to JPL immediately.
- l) Vendor will deploy adequate nos. of manpower and covered trucks and bulkers and strictly follow pollution controls board norms while transporting and handling of Ash
- m) Driver & machineries entering JPL should have valid license/certificate/safety compliances i.e. reverse horn etc as JPL safety policy.
- n) Submission of end user certificate every month along with payment invoice to JPL.
- o) The Vendor must provide minimum 10 or more bulker/closed containers per day and shall lift minimum quantity 15000 T per month basis.
- p) All the expenses like Toll, RTO charges, Challan, accident, overload etc. shall be borne by vender.

Scope of JPL:

- I. Providing required quantity of bottom ash for filling in to bulkers/ hyva.
- II. Providing parking facility for bulkers near designated dewatering bin and ash pond.

B. Commercial terms & Conditions:

1. The Bidder shall submit the GST registration details/certificate .
2. The bidder is required to submit interest free security deposit (CPBG) of 10% of contract value valid for 12 months + 3 month claim period.
3. Payment Terms - 90% payment shall be made against monthly RA bills duly certified by JPL Engineer In-charge. 5% payment shall be released on submission of end user certificate. Balance 5% of RA bill shall be released after successful completion of contract.
4. EMD of INR 50,000/- to be submitted along with EOI.
5. Preference shall be given to Bidder with Lowest price and Highest Quantity (L1Qh)
6. All Other Interested Bidder shall be offered on L1 rate and Porportionate quantity.

C. Other terms & conditions:

1. The bidder has to ensure loading of ash with safety. Any damage to Dewatering Bin shall be to the account of bidder and cost of repairing shall be recovered from Bidder.
2. The bidder has to specify the Minimum Guaranteed Quantity, which can be lifted by them on annual basis with quarterly break up. There will be a penalty clause for non-performance. Details given under penalty clause.

3.The equipment/vehicle used for the work shall have complete documents including valid insurance. The Bidder shall submit fitness certificate of vehicle/equipment before commencement of work.

4.No ash spillage while transportation on transportation route.

5.All safety precautions like use of PPEs, First aid box are to be taken during the contract period.

6.All machinery, tools & Tackles, medical, safety, manpower, PPE required for the job in scope of vendor.

D. Penalty for Non-performance proposed by Jhabua power ltd

Penalty for non-performance will be applicable as tabled below.

Band	%Utilisation against Annual Guaranteed quantity (AGQ)	PENALTY Rs/MT
1	≥ 95% of AGQ	No penalty
2	90 to 94.9% of AGQ	5% of the contract price on non-lifted qty.
3	80 to 89.9% of AGQ	7.5% of the contract price on non-lifted qty.
4	0-79.9% of AGQ	10% of the contract price on non-lifted qty.

AGQ: Agreed Quantity

The performance review shall be done on quarterly basis and accordingly penalty (if applicable) shall be adjusted against running bills for the same period.

Example

Quarterly quantity agreed as per AGQ : 10000 MT
 Contract rate : Rs 100/MT
 Quarterly guaranteed quantity (QGQ) without penalty : 9500MT
 Actual quantity lifted in a Quarter : 9000 MT (90%)
 Shortage below QGQ : 9500 -9000= 500MT
 Penalty band applicable : Band 2 i.e. @ 5%
 Penalty to be imposed : Rs 100 x 5% x 500 = Rs 2500
 Quarterly payment to be made : 9,000x100 -2500 = Rs. 897500

However, if the Bidder manages to achieve ≥ 95% of AGQ on annual reconciliation, the deducted penalty shall be paid back.

C. The bid security shall be submitted through wire transfer. Bank details are as follows:

A. Details for remittance of EMD by Bidder:

Account Name	Jhabua Power Ltd.
Bank Account No	910020006342241
Location	Sector-14, Near Huda Office, Gurgaon
Bank	Axis Bank
Branch	Sector-14, Branch Code-0056
ISFC Code	UTIB0000056
MICR Code	

Type of A/c	O&M Exp. Payment A/C
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- B. Bank charges to be borne by remitter.
- C. While carrying out online transfer, Bidders shall ensure to enter “EMD - EOI No.- Vendor Name” in the Text / Remarks / Reason Field. Bidder shall intimate the details of same through email to concerned C&M department along with Payment Receipt in the following format:

- D. **Declaration for EMD**
 - 1 EOI No. :
 - 2 Vendor Name :
 - 3 UTR Reference:
 - 4 Amount:
 - 5 Date of Transfer:
 - 6 Transferor Bank:

(Signature of Vendor with Seal)

Interest free refundable EMD of INR 50,000 for each EOI in form of NEFT/E fund transfer in favor of Jhabua Power Limited, is required to be submitted along with the Proposal for each Bid, failing which the bid will be disqualified.

Note:

Complete EOI document is available on tender section of JPL website i.e. www.jhabuapower.co.in and same can be downloaded. JPL shall not be liable for any postal delays what so ever in receipt of EOI documents and EOI received after the stipulated date and time shall not be entertained. EOIs submitted without EMD will summarily rejected. The JPL reserves the right to have negotiations with any or all, accept or reject any or all the EOIs or annul this process at any time without assigning any reason whatsoever.

4. Clarification on EOI documents:

Applicant should strictly follow the pre-bid clarification schedule mentioned in point-2 of the Bidding Document. Applicant shall put the query by email prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.

EMPLOYER will post the Clarifications under Clarification/Corrigendum on web. Bidders can view these clarifications.

No Queries from applicants, whatsoever, shall be entertained by the Employer beyond the last date of receipt of Queries as specified above.

5. Issuance of EOI Documents to any applicant shall not construe that such applicant is considered qualified.

6. Address for Communication & Submission of EOI :

C&M Department,
 Jhabua Power Ltd (JV of NTPC Ltd)
 600 MW Thermal Power Plant,

At/ Po-Barela, Tehsil-Ghansore, District-Seoni,
State - Madhya Pradesh, India,
Pin – 480997
e-mail ; alok.mishra@jhabuapower.co.in

Sec. II. INSTRUCTIONS TO THE APPLICANTS

Submission of EOI - The EOI is to be submitted in Three separate sealed envelopes and all the envelopes are to be placed in another envelope. This outer envelope superscripted as “EXPRESSION OF INTEREST FOR “**Sale of Dry Fly Ash and Scope of services for the Bottom Ash transportation through road mode**”, **EOI-1 or EOI-2 or EOI 1& EOI 2** should be duly sealed and delivered at the address before the scheduled date .

Envelope-I super scribed as “Techno- Commercial Proposal” shall contain the followings:

1. Brief profile of the applicant .
2. Complete EOI document as downloaded from website, Corrigendum / Addendum, if any, duly filled in, signed and stamped on each page by applicant.
3. Deviation letter from EOI condition, if any.

Envelope-II super scribed as EMD deposit EOI with EOI Ref. No.

1. The EOIs received after the due date and time shall not be considered and shall be returned to the applicant unopened.
2. JPL shall not be responsible for any delays and applicant should take care to ensure the submission of EOIs at place before due date and time.
3. All alterations, erasure(s) & or over-writings, if any, should be duly authenticated by the person signing the EOI.
4. All Performa forming part of EOI documents has to be duly filled- in, signed and stamped by the applicant.
5. An applicant can submit any number of EOI, but each EOI must be in a separate envelope accompanied with requisite amount of EMD for each case.
6. Applicants who have any query, may send their queries through e-mail to alok.mishra@jhabuapower.co.in.
7. If the applicants wish to remain present at EOI opening, their representatives may attend the same.
8. The validity of offers may require extension of time with the consent of the applicant.
9. Mere submission of offers/ EOIs will not be treated as acceptance/selection of the offer. The Proposal will be selected based on evaluation of offers considering various factors as mentioned in the technical information/ criteria of evaluation.
10. JPL reserves the right to negotiate (through single or multiple rounds of negotiations) the price/rate with any or shortlisted or all the intending applicants.
11. Canvassing in any form will automatically disqualify the offer

Price Bid

M/s JHABUA POWER LTD, VILLAGE-BARELA, TEHSIL-GHANSORE, DIST.-SEONI, MP							
PRICE BID FORMAT FOR BID-1							
DRY FLY ASH SALE FOR UTILIZATION IN HIGHWAY CONSTRUCTION & CEMENT MANUFACTURING							
Sr. No	Description of item	Unit	Quantity	Basic Unit Rate Rs/MT	Total (Rs)	GST Applicable %	Total With GST
		A	B	C	D = B X C	E	F = D + E
1	DRY FLY ASH DISPOSAL FROM SILO AND UTILIZATION IN HIGHWAY CONSTRUCTION.	MT	200000				
	Total Quantity in MT	MT	200000				
	Seal & Signature						
	Name						
	Date						
	Time						

M/s JHABUA POWER LTD, VILLAGE-BARELA, TEHSIL-GHANSORE, DIST.-SEONI, MP							
PRICE BID FORMAT FOR BID-2							
BOTTOM ASH DISPOSAL IN HIGHWAY CONSTRUCTION.							
Sr. No	Description of item	Unit	Quantity	Basic Unit Rate Rs/MT	Total (Rs)	GST Applicable %	Total With GST
		A	B	C	D = B X C	E	F = D + E
1	DISPOSAL OF BOTTOM ASH FROM ASH POND & DEWATERING BIN AND UTILIZATION IN HIGHWAY CONSTRUCTION.	MT	150000				
	Total Quantity in MT	MT	150000				
	Seal & Signature						
	Name						
	Date						
	Time						

