



Mahatma Phule Renewable Energy and Infrastructure Technology Limited

(Subsidiary of MPBCDC, a Government of Maharashtra undertaking)

NOTICE FOR INVITATION OF REQUEST FOR PROPOSAL

MAHAPREIT invites offers to Selection of developers for financing and supplying CBG to CBG Distribution company in different zone of Maharashtra i.e. Konkan, Pune, Nashik, Aurangabad, Amravati, Nagpur by setting up 12 plants of 100 TPD in Maharashtra for 15 years. The interested bidders may submit their offer on or before 5th July 2022 at 3 PM. Details of RFP can be viewed on <https://mpbccdc.maharashtra.gov.in/> and <https://mahapreit.in/>

Executive Director

8X5



महात्मा फुले नविनीकरणीय ऊर्जा व पायाभूत प्रौद्योगिकी मर्यादित

(म.फु.मा.वि.म. ची उपकंपनी, महाराष्ट्र शासनाचा उपक्रम)

प्रस्तावाची विनंती (RFP) मागविण्याकरिता सूचना

महाप्रित हे महाराष्ट्रातील विविध विभागांमध्ये म्हणजेच कोंकण, पुणे, नाशिक, औरंगाबाद, अमरावती, नागपूरमध्ये १०० टन प्रतिदिन क्षमतेचे १२ प्रकल्प १५ वर्षांकरिता स्थापन करून सीबीजी वितरण कंपनीला सीबीजी पुरविणे व त्याकरिता वित्तपुरवठा आणि प्रकल्प उभारण्याकरिता विकासकांच्या निवडीसाठी प्रस्ताव मागवित आहे.

इच्छुक निविदाकारांनी त्यांचे प्रस्ताव ५ जुलै २०२२ रोजी ३ वाजता किंवा त्यापूर्वी प्रस्तुत करावे. आरएफपीचा तपशील <https://mpbccdc.maharashtra.gov.in/> आणि <https://mahapreit.in/> येथे पाहता येईल.

कार्यकारी संचालक

**MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE
TECHNOLOGY LTD(MAHAPREIT)
(A Subsidiary of Mahatma Phule Backward Class Development
Corporation Ltd.)
(A Govt. of Maharashtra Undertaking)**

**SELECTION OF DEVELOPER TO FINANCE AND SET UP CBG PLANT
AND SUPPLY OF CBG TO
GAS DISTRIBUTION COMPANY FOR 15 YEARS**

**MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE
TECHNOLOGY LTD (MAHAPREIT)**

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SECTION – I

DETAILED INVITATION TO OFFER NOTICE

MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD (MAHAPREIT)**B – 501 PINNACLE CORPORATE PARK, NEXT TO TRADE CENTER, BKC (EAST) MUMBAI 400051****e-RFP Notice No. for MAHAPREIT/22-23/ET/ CBG/1**Main Portal: <https://organizations.maharashtra.nextprocure.in>

Online electronic bids for below mentioned work are invited by the Managing Director on behalf of MAHAPREIT Ltd, Mumbai for selection of Developer for finance, set up and supply of CBG to GAS DISTRIBUTION COMPANY for 15 years in different zone of Maharashtra i.e. Konkan, Pune, Nashik, Aurangabad, Amravati, Nagpur. Main offer document is available for online bid preparation and submission on above website from date: 15.06.2022 to 07.07.2022. The time schedule for various bidding phases is given in the detailed e-RFP notice, which is also available on website as part of the bid document.

Sr. No.	Name of work	Estimated Cost of 100 TPD	EMD Amount Rs.	Period of Work	Offer Document Cost Rs.	Remarks
01.	Selection of developers for finance and set up CBG Plant and supply of CBG to Gas Distribution company by setting up 12 plants of 100 TPD in Maharashtra i.e. Konkan, Pune, Nashik, Aurangabad, Amravati, Nagpur for 15 years (2 plants in every revenue division of Maharashtra)	Lumpsum amount for setting up the CBG plant and supply of CBG	15,00,000/- /Bank Guarantee	15 years	20,000 + GST 3600 Total Rs.23,600/-	

Tender forms are available on Website

<https://organizations.maharashtra.nextprocure.in> from date **15.06.2022** to **07.07.2022**

Online tenders shall be accepted on website **15.06.2022 to** 05.07.2022

<https://organizations.maharashtra.nextprocure.in>

All BIDDERS are hereby cautioned that the e-RFP containing any deviation from the contractual terms and conditions, and other requirements and CONDITIONAL e-RFP shall be rejected.

1. Validity Period: The offer of the Bidder shall remain valid for 120 days from the date of opening of financial Bid.
2. The post qualification process is applicable for this e-RFP and Rates once quoted shall be Non-Negotiable. The Developers participating for the first time in e-RFP will have to procure Digital Signature Certificate as well as should compulsorily get themselves Enrolled one-tendering <https://organizations.maharashtra.nextprocure.in>
3. If any assistance is required regarding e-RFP (upload and download) please contact Person : (CGM-ETAP)

022-69214431 cgm.etap@mahapreit.in MAHAPREIT Ltd. &
helpdesk@nextenders.com

4. All requisite information required for the submission of offer documents is available on the above said website.
5. In view of the conflict of Interest, the Developer having relation in what so ever manner with any Key Resource Person/ Key Resource Institution or the Member of MAHAPREIT Task Force shall be barred from applying to the said e-RFP.
6. All rights are reserved by the Competent Authority to reject any or all Offers in full or in part without assigning any reason or accept the offer beyond the validity period.

TIME SCHEDULE OF e-RFP NOTICE

Sr. No.	Details	Start Date	End Date
1	Sale of Tender document & Document Download	15.06.2022 at 15.00 hrs.	05 .07.2022 at 15.00 hrs.
2	Date and time of Online Pre-Bid Meeting	23.06.2022 14.00hrs	
3	Last Date and time of BidSubmission		05.07.2022 up to 15.00 Hrs
4	Opening of Bid		06.07.2022 at 1200 PM
4 (a)	Date and time of opening of Part-I (Technical Bid)	05.07.2022 at 16.00 Hrs	
4 (b)	Date and time of opening of Part-II (Price Bid)		Will be intimated later

TIME SCHEDULE OF OPENING OF THE e-TENDER

1.	e-Tender No.	Mahapreit/21-22/ET/CBG/1
2.	MODE OF TENDER	Open and e-Tender System Online submission of Part I(Technical Bid) and Part II(Price Bid) through https://organizations.maharashtra.nextprocure.in The intending Bidders are required to submit their offer electronically through this e- tendering portal. No physical tender is acceptable by MAHAPREIT
3.	Date of publication of e-tender through publication inMPBCDC LTD websites and https://organizations.maharashtra.nextprocure.in	15.06.2022 at 15.00 hrs.
4.	Date of availability to the Vendors for downloading	04.07.2022 at 15.00 hrs.

6.	Date & Time of Online Pre-Bid meeting	23.06.2022 14.00hrs
7.	Last Date of Sale of tender at https://organizations.maharashtra.nextprocure.in	05.07.2022 at 15.00 hrs.
8.	Date & Time of Submission of tender at https://organizations.maharashtra.nextprocure.in	05.07.2022 at 15.00 Hrs
9.	Date and time of opening of Part-I (Technical Bid)	05.07.2022 at 16.00 Hrs
10.	Date and time of opening of Part-II (Price Bid)	Will be intimated later

These instructions to applicants are being issued for selection of Developer for finance, set up and supply of CBG to Gas distribution Company in the state of Maharashtra.

EXECUTIVE DIRECTOR

MAHAPREIT LTD

SECTION – II

DEFINITIONS AND E-RFP DATA

DEFINITIONS AND E-RFP DATA

A. DEFINITIONS:

2.0 MAHAPREIT:

MAHAPREIT shall mean the “MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD”, MUMBAI acting through its Managing Director.

Additional Information about **MAHAPREIT**:

The Head quarter of the **MAHAPREIT** is Mumbai.

The functions and powers of the MAHAPREIT have been provided in the Memorandum of Association & Articles of Association In general, it has been entrusted with the work of accelerating the economic upliftment of the economically weaker families belonging to the Scheduled Castes.

2.1 REGISTERED ADDRESS FOR COMMUNICATION

B-501 PINNACLE CORPORATE PARK, NEXT TO TRADE CENTER, BKC (EAST) MUMBAI 400051

2.2 WEBSITE:

Web Site means official web sites for e-tendering having following web addresses:

<https://organizations.maharashtra.nextprocure.in>

www.mahapreit.in

2.3 APPLICANT: Bidder /Developer

Any firm that is a partnership, limited liability partnership (LLP), Private/ Public Limited company, Farmer Producer Organization (FPO)/Farmer Producer Company (FPC) or Proprietorship firm or Joint venture or consortium (of not more than two members) and having experience of establishing or supplying biogas/ CBG plant or transportation of CBG (as per IS 16087:2016), experience in setting up a CBG plant capacity in India mentioned in the bid document shall be eligible to bid for the tender. (Please refer to technical qualification)

2.4 EXECUTIVE DIRECTOR

Executive Director shall mean Executive Director of MAHAPREIT Ltd.

2.5 COMPETENT AUTHORITY:

Competent Authority shall mean the Managing Director of **MAHAPREIT Ltd.**

2.6 BIDDER/ DEVELOPER:

Bidder/ developer shall mean the registered firm who enters into contract, with the MAHAPREIT and shall include their executors, administrators, successors and submitted assignees.

2.7 CONTRACT:

Contract shall mean and include following documents.

- Volume I - RFP Documents.
- RFP Document and information/data submitted by bidder/developer
- Related agreements as a part of this bid process

2.8 WORK:

Work shall mean the work to be executed in accordance with Scope of Work of Contract.

2.9 TPD (Ton per Day)

The capacity will be mentioned in tons per day (TPD)

2.10 TPA (Ton per Annum)

The capacity will be mentioned in tons per annum (TPA)

2.11 Transaction Advisor (TA)

The Transaction Advisor shall mean M/s Varhad Capital Private Limited, Pune. Any other transaction advisor appointment by MAHAPREIT from time to time.

B. RFP DATA AT A GLANCE:

2.0 SUMMARY DETAILS

Sr. No.	Particulars	Details
2.1	Name of work	Selection of developer for Finance & Supply of CBG to CBG Distribution company of 100 TPD capacities in Maharashtra i.e. Konkan, Pune, Nashik, Aurangabad, Amravati, Nagpur.
2.3	Offer Document Cost Rs.	Rs.20,000/- + GST Rs. 3600/- (Offer Document Cost and E.M.D. amount shall be paid through E- payment gateway).
2.4	Earnest money (EMD)	Rs. 15,00,000/- OR Bank Guarantee
2.5	Transaction Advisory Fees	Max fee of upto 2 % would be payable by successful bidder. Initially all the bidder pay 0.25% of EMD as TA fee. As per further commercial term mutually agreed between successful bidder and TA the differential amount of 0.25% and up to 2% of TA fee shall be payable by successful bidder as per milestones mutually agreed The copy of mutually agreed terms and conditions shall be signed under joint signature of TA and successful bidders shall be submitted to MAHAPREIT. All unsuccessful bidders shall be refunded within 15 working days
2.6	Mode of payment (EMD)	RFP and E.M.D. amount shall be paid through E- payment gateway.
2.7	Retention Security Deposit	@ 5% per Value Payable, value of contract (Bank Guarantee)
2.8	Mode of Submission of RFP	RFP should be Submitted on-line on https://organizations.maharashtra.nextprocure.in
2.10	Period of Supply of CBG	15 years
2.11	Contact Details of MAHAPREIT official address Email: Phone:	CGM-ETAP 022-69214431 email- cgm.etap@mahapreit.in 501, 502, Pinnacle Corporate Park, B Wing, 5th floor. Next to Trade Centre BKC Mumbai
2.12	Any addendum / corrigendum /cancellation	Any addendum/corrigendum/cancellation of above RFP will be published on the web-site https://organizations.maharashtra.nextprocure.in And on the notice board of Office of the MAHAPREIT. The

		system shall generate a mail to those Bidders who have already participated in this RFP and those Bidders if they wish can modify their RFP
2.13	Bid Documents	Bid Documents consisting of, information and eligibility criteria, plans, specification and schedule of quantities of the works are available on web-site https://organizations.maharashtra.nextprocure.in and the set of terms and conditions of contract and other necessary documents can be seen on the website till last date of sale and receipt of RFP papers. Interested Bidder may obtain further information at the web-site Portal https://organizations.maharashtra.nextprocure.in
2.14	Bid Documents acceptance period	The bid for the work shall remain open for acceptance for a period of 120 days from the last date of receipt of bids. If any Bidder withdraws his bid/ offer before the said period or makes any modification in the terms and condition of the bid, the EMD at the time of submission of RFP shall stand forfeited.
2.15	Bid Acceptance Criteria	Lowest Bidders who is Technically Qualified. Non-Negotiable can be seen in the bidding document which is available in web-site https://organizations.maharashtra.nextprocure.in
2.16	Other details	Other details including details of Portal Registration, Submission of bid, Resubmission and withdrawal of bid

2.17	Documents to be uploaded	<p>The PDF copies of original Documents should be uploaded on above mentioned web-site as per Para 3.7.1 of this RFP Booklet and should be produced in the verification demand after opening of the Technical Bid.</p> <p>The Bidders who participated in the on-line bidding can witness opening of the bid from any system logging onto the portal https://organizations.maharashtra.nextprocure.in away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and transaction in the next working day.</p>										
2.18	RFP Acceptance Authority	Chairman and Managing Director, MAHAPREIT										
2.19	Account Details.	<p>Bank details are below.</p> <table border="1" data-bbox="521 968 1297 1394"> <tr> <td data-bbox="521 968 724 1052">Party Name</td> <td data-bbox="724 968 1297 1052">Mahatma Phule Renewable Energy and Infrastructure Technology Limited.</td> </tr> <tr> <td data-bbox="521 1052 724 1136">Bank Name</td> <td data-bbox="724 1052 1297 1136">ICICI Bank</td> </tr> <tr> <td data-bbox="521 1136 724 1220">Bank Branch</td> <td data-bbox="724 1136 1297 1220">MIDC, Andheri East, Mumbai 400 049</td> </tr> <tr> <td data-bbox="521 1220 724 1304">Bank A/c No.</td> <td data-bbox="724 1220 1297 1304">054405500470</td> </tr> <tr> <td data-bbox="521 1304 724 1388">I.F.S.C. Code</td> <td data-bbox="724 1304 1297 1388">ICIC0000544</td> </tr> </table>	Party Name	Mahatma Phule Renewable Energy and Infrastructure Technology Limited.	Bank Name	ICICI Bank	Bank Branch	MIDC, Andheri East, Mumbai 400 049	Bank A/c No.	054405500470	I.F.S.C. Code	ICIC0000544
Party Name	Mahatma Phule Renewable Energy and Infrastructure Technology Limited.											
Bank Name	ICICI Bank											
Bank Branch	MIDC, Andheri East, Mumbai 400 049											
Bank A/c No.	054405500470											
I.F.S.C. Code	ICIC0000544											

SECTION – III

**GENERAL INSTRUCTIONS FOR TECHNICAL & FINANCIAL BIDDING
PROCESS**

3.1 INSTRUCTIONS FOR BIDDERS IN RESPECT OF BIDDING PROCESS

3.1.0 INFORMATION AND INSTRUCTIONS TO APPLICANTS BIDDERS :

- 3.1.1.** Any firm that is a partnership, limited liability partnership (LLP), Private/ Public Limited company, Farmer Producer Organization (FPO)/Farmer Producer Company (FPC) or Proprietorship firm or Joint venture or consortium (of not more than two members) and having experience of establishing or supplying biogas/ CBG plant or transportation of CBG (as per IS 16087:2016) experience in setting up a CBG plant capacity in India mentioned in the bid document shall be eligible to bid for the tender. (Please refer to technical qualification). Scope of Work mentioned in the SECTION – IV scope of work-related specific information
- 3.1.2.** The Applicant should download Main e-RFP Document from the website. <https://organizations.maharashtra.nextprocure.in>
- 3.1.3.** The Online forms of master filter should be filled in completely and all questions should be answered. All information requested for in the enclosed forms should be furnished against the respective columns in the form. If any particular query is not relevant, it should be stated as “Not Applicable” Only ‘dash’ reply will be treated as incomplete information. All applicants are cautioned that incomplete information in the application or any change(s) made in the prescribed forms will render application to be treated as non- responsive.
- 3.1.4** The Main e-RFP Document shall be typed on applicant’s letterhead and uploaded the scanned copy.
- 3.1.5** Any overwriting or correction shall be attested. All pages of the Main e-RFP Document shall be numbered and should be submitted as package with a signed letter of transmittal.
- 3.1.6** All the information must be filled in English language only.
- 3.1.7** Information and certificate(s) furnished along with the application form (the respective application that vouches to the suitability, technical know-how and capability of the applicant) should be digitally signed by the applicant.
- 3.1.8** The applicant is encouraged to attach any additional information, (PDF copies of similar job orders which were already carried out, in regards to his capabilities). No further information will be entertained after submission of Main RFP Document unless it is requested by **MAHAPREIT**

3.1.9 The Main e-RFP Document in prescribed forms as required in this booklet duly completed and signed should be uploaded on web site along with all relevant documents. The documents submitted in connection with the pre-qualification shall be treated as confidential and will not be returned. The cost incurred by applicant in preparing this offer, in providing clarification or attending discussions, conference in connection with this document, shall not be reimbursed by the **MAHAPREIT** under any circumstances.

Instructions to the Bidders:

3.1.10 Detailed information regarding scope of work and volume thereof can be obtained by Bidder from the Office of MAHAPREIT on any working day and during the currency of RFP, in addition to the details available through these e-RFP documents.

3.1.11 Billing Cycle, Payment Terms & Retention Deposit:

Billing cycle shall be on monthly basis. Invoice of supply shall reach MAHAPREIT within five working days.

- a.** Payment Terms – The payment shall be made within 21 days of receipt of invoice.
- b.** Payment will be made on pro-rata basis upon satisfactory completion of assigned work as per scope of work as follows

3.1.12 Payment for the satisfactory completion of the work shall be made subject TDS in 2 stages as follows:

3.1.11.2.1 90% of the Contract Value after successful delivery of CBG at the destined CBG Distribution Company (the CBG quality and quantity is approved by the CBG Distribution Company in the bill.

3.1.11.2.2 10% of the Contract Value after successful delivery of CBG at the destined CBG Distribution Company (the CBG quality and quantity is approved by the CBG Distribution Company in the final bill.

3.2.0 METHOD OF APPLYING.

3.2.1 If the application is made by a firm which may be a partnership, proprietorship, limited liability partnership (LLP), Public limited company, Farmer producer organization (FPO) /Farmer producer Company(FPC) or a private limited company or Joint venture or consortium (not to exceed two members); it shall be digitally signed by at least two Partners/ directors of the firm giving their full

Type written names and current addresses or by a partner/ director holding valid power of attorney on behalf of the firm by signing the application, in which case a certified copy of the power of attorney/ board resolution shall accompany the application. A certified copy of the partnership deed, MoA, AoA, Certificate of Incorporation and current address of all the partners of the firm shall also accompany the application.

3.2.2 If the application is made by a LLP, it shall be digitally signed by a duly authorized person holding the power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such LLP may be required to furnish satisfactory evidence of its existence before the pre-qualification is awarded.

3.2.3 The application shall be signed so as to be legally binding on all partners.

3.3.0 REVISION OR AMENDMENT OF RFP DOCUMENTS:

All Rights are reserved to revise or amend the RFP document released on website, prior to time specified in time schedule for main e-RFP preparation. Any further revisions or amendments or time extensions shall be communicated to all concerned by e-mail and as may be displayed on website.

3.4.0 EARNEST MONEY:

All Bidders shall pay entire E.M.D. and payment shall be made through E-payment gateway.

3.5.0 TRANSACTION ADVISORY FEES

All successful bidders shall pay transaction advisory fees and payment shall be made through e-payment gateway to the Varhad Capital Private Limited, Pune.

3.6.0 REFUND / CONVERSION OF EARNEST MONEY

After acceptance of the offer of successful Bidders, the E.M.D. of other Bidders will normally be refunded within 15 days. In the case of successful Bidder, the earnest money will be converted to Security Deposit after signing of contract documents. Earnest money amount shall not carry any interest whatsoever.

3.7.0 THE BIDDER SHALL SUBMIT DOCUMENTS LISTED BELOW (ALONGWITH TECHNICAL BID)

1. The scanned and signed copies of certificate of incorporation, MoA, AoA, Registration certificate, of the firm whichever is applicable as eligibility even though submitted earlier while issuing the main RFP booklets. Certificates should be valid on the date of application.
2. Scanned and signed copy of Income Tax Returns for last two financial years of the firm. No need to submit if the firm is new.
3. Scanned copy of the Partnership deed or Certificate of incorporation and object of coop society or Article of Association (AoA) and Memorandum of Association (MoA) for LLP / Pvt or Ltd Company.
4. Scanned copy of Power of Attorney/ board resolution authorizing Partner/Director to act on behalf of the firm.
5. All documents required to be submitted shall be sealed and self- attested and if required, original copies shall be made available for verification in due course.
6. Undertaking duly signed on letterhead of the firm and scanned copy in
ANNEXURE- IV.
7. Scanned self-attested copies of all the work orders if any issued for similar work by the Government of Maharashtra Public Sector Undertakings or Organizations/ Companies of Government of Maharashtra.
8. Scanned Copy of duly signed RFP offer indicated both in figures and words, to be submitted separately as a Price Bid.
9. Signed and scanned copy of all pages of RFP bid documents.

10 The Main RFP forms are available on the e-Tendering website of Govt. of <https://organizations.maharashtra.nextprocure.in> The aspiring Bidders will have to download Main RFP Booklet from the website mentioned above. While submitting the dully filled Main RFP Documents the Bidders are required to Deposit e-RFP Fee Rs.20,000/- (Rs. Twenty Thousand only) through "E- Payment Gateway" and E.M.D. 1% of the project cost including working capital whichever is lower payable through "E- Payment Gateway" available on above mentioned website.

11 Scanned copies of ANNEXURE II and ANNEXURE III AS PER SECTION VI (Duly Signed and Affixed with Firm Seal).

12 Supporting documents issued by Competent Authority must be uploaded for all information given in prescribed proforma.

3.8.0 CLARIFICATIONS:

The clarification (s), if any, may please be sought separately from either Chief Financial Officer (CFO) **MAHAPREIT, MUMBAI.**

3.8.1 MANNER OF SUBMISSION OF RFP AND ITS ACCOMPANIMENTS:

Main RFP Documents are to be prepared and submitted online. Also, they have to be downloading from web site, fill it completely and upload on web site by scanning and digitally signing wherever necessary.

The detailed step by step procedure for uploading the Main RFP Documents, required RFP papers, payment of RFP fee, and E.M.D through E payment Gateway is available on the e-Tendering website of Govt. of Maharashtra <https://mahatenders.gov.in>. Bidders have to follow the instructions given on the above web site for filling up Main RFP Forms Online.

3.9.0 INSTRUCTIONS TO BE CONSIDERED WHILE QUOTING e-RFP OFFER

The Bidder should quote the offer in the form of value in Indian Rupees at appropriate place in Commercial Form both in figures and words. The contractor shall quote for the work as per details given in the main RFP viz conditions, special conditions of contract, specifications, common set of conditions issued/ additional stipulations made by the MHAPREIT which will be available at the e-tendering portal from time to time.

3.9.1 CONFLICT OF INTEREST

1. The selected Firm should provide transparent, professional, objective and impartial service and hold MAHAPREIT's interest paramount with utmost integrity.
2. The selected Firm shall not deploy former contractual employees who have served MAHAPREIT.
3. Non-disclosure of such an association will lead to termination of Agency.
4. In view of the conflict of Interest, the Developer having relation in what so ever manner with any Key Resource Person / Key Resource Institution or the Member of MAHAPREIT Task Force shall be barred from applying to the said e-RFP.

3.9.1 GOODS AND SERVICE TAX:

The RFP rates are inclusive of all taxes, except Goods and Service Tax payable on value of the contract as applicable from time to time, however the Fee and Taxes shall be shown separately.

3.9.2 CONDITIONAL OFFER:

Conditional offers will be summarily rejected. The RFPs which do not fulfill any of the conditions of the notified requirements laid down in this detailed RFP notice, the general rules and directions for the guidance of the Bidders as mentioned in the RFP form or are incomplete in any respect are likely to be rejected without assigning reasons there for.

3.9.3 VALIDITY FOR 120 DAYS:

The offer shall remain valid for a period of 120 (One Hundred Twenty) days from the date of the opening of RFP unless extended and there after until it is withdrawn by notice in writing by the Bidder. Such notice shall be sent by Registered Post Acknowledgment Due (RPAD) Executive Director of MAHAPREIT. If the acceptance offer is not communicated within 120 days and if the offer is withdrawn by the contractor earnest money shall be refunded in full.

3.10.0 OPENING OF COMMERCIAL OFFER AND EVALUATION

On the date specified in the time schedule tender opening authority will open the RFP. Following procedure will be adopted for opening of the RFP.

3.10.1. The Competent Authority will open all the Bids received (except those received late), including modifications made pursuant to Para 3.3 & 3.12 in the presence of the Bidders or their representatives who choose to attend opening at 16:00 hours on 05.07.2022 for Technical Bid & on date will be intimated later for Commercial Bid and the specified place at MAHAPREIT, MUMBAI. In the event of the specified date of Bid opening being declared a holiday for the Competent Authority, the Bids will be opened at the appointed time and transaction on the next working day.

3.10.2. The Bidders' names, the Bid Amount, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), Bid modifications and withdrawals, and such other details as the Competent Authority may consider appropriate, will be announced by the Competent Authority at the opening.

3.10.3. The Competent Authority shall prepare minutes of the Bid opening, including the information disclosed to those present.

3.11.0 Process to Be Confidential

3.11.1. Information relating to the examination, clarification, evaluation, and comparison of submitted Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Authority's processing of Bids or award decisions may result in the rejection of his Bid.

3.12.0 Clarification of Bids

3.12.1 To assist in the examination, evaluation, and comparison of Bids, the Competent Authority may, at his discretion, ask any Bidder for clarification of submitted Bid, including breakdowns of the unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

3.12.2 No Bidder shall contact the Authority on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Authority, it should do so in writing.

3.12.3 Any effort by the Bidder to influence the Competent Authority in the Competent Authority's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' Bid.

3.13.0 Eligibility of Bidder, Eligibility of Bids, Examination of Bids and Determination of Responsiveness

3.13.1 Eligibility of Bidder

Any firm that is a partnership, limited liability partnership (LLP), Private/ Public Limited company, Farmer Producer Organization (FPO)/Farmer Producer Company (FPC) or Proprietorship firm or Joint venture or consortium (of not more than two members) and having experience of establishing or supplying biogas/ CBG plant or transportation of CBG (as per IS 16087:2016) experience in setting up a CBG plant capacity in India mentioned in the bid document shall be eligible to bid for the tender. (Please refer to technical qualification)

3.13.2 Prior to the detailed evaluation of Bids, the Authority will determine whether each Bid (a) meets the eligibility criteria defined in Schedule-I of this RFP Booklet; (b) has been properly digitally signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents.

3.13.3 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Competent Authority's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

3.13.4 If a Bid is not substantially responsive, it will be rejected by the Competent Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

3.14.0 ACCEPTANCE OF OFFER:

Before acceptance, the successful Bidder will be called for negotiation by appropriate officers of MAHAPREIT. The documents related to such negotiations along with modified offer of the successful Bidder if any shall also form the part of contract. After such negotiations the acceptance of offer may be intimated to the contractor by email. Such intimation shall be deemed to be an intimation of acceptance of offer Bidder whose offer is accepted will have to complete the contract signing and formalities within 15 days from the date of intimation. In the event of failure of the Bidder to sign the agreement within the stipulated time, the earnest money, paid by Bidder shall be liable to be forfeited. The acceptance of the offer shall also be liable to be considered as withdrawn. In that event the work will be awarded to next or any other contractor to whom the MAHAPREIT considers suitable. RFP Acceptance Authority reserves the right to reject any or all offers in full or part without assigning any reasons.

3.15.0 SIGN IN GO FOR RFP DOCUMENTS:

Successful Bidder will have to sign the contract with MAHAPREIT. The documents /information submitted by the contractor during Offer Evaluation related to negotiations shall also form a part of contract.

3.15.1 FORFEITURE OF E.M.D. AND CANCELLATION OF LETTER OF ACCEPTANCE

Letter of acceptance given to successful Bidder shall stand cancelled and E.M.D will be forfeited in following events and under such circumstances RFP Acceptance Authority shall consider next lowest Bidder if he is found suitable and eligible.

- 1) Successful Bidder fails to give various undertakings and declarations given in tender document.
- 2) Successful Bidder fails to sign contract in PRESCRIBED PROFORMA.
- 3) Successful bidder fails to pay TA fees (As per mutually agreed)
- 4) Successful fails to sign the agreements with the Authority and Transaction Advisor and tripartite escrow account through the bank

3.16 GENERAL INSTRUCTIONS

1. Completed documents can be submitted on the on the following Webaddress:
<https://organizations.maharashtra.nextprocure.in>
2. Incomplete Schedules / Forms and without necessary details and enclosures are liable to be rejected.
3. The language for submission of document shall be English.
4. The enclosed Annexure shall be filled in completely and wherever not

Applicable it should be written as Not Applicable.

5. The person signing the document submission on behalf of the Applicant shall enclose Power of Attorney duly authorized and notarized for the same
6. Financial data should be given in Indian Rupees only.
7. In case the Applicant intends to give additional information for which specified space in the given format is not sufficient; it can be furnished in an enclosed sheet.
8. All the pages of this document and Annexure should be signed and corrections should be counter signed by the authorized signatory. No over writing is permitted.
9. MAHAPREIT through its Transaction Advisor reserves the right to cross check and confirm the information details furnished by the applicants in the document by making suitable communication with the concern authorities.
10. MAHAPREIT reserves the right to annul the Tender Document process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.
11. The document incomplete in any respect or without supporting documents will be treated as non-responsive and is liable for rejection.

3.17.0 PENALTY CLAUSE:

If the CBG plant is not developed as per the SATAT Mission guidelines, Central Pollution Control Board safety guidelines and CBG is not produced as per IS:16087:2016 standards, up to 90% of Bank guarantee or the amount maximum up to 10% of the annual contract value of CBG supply shall be considered as maximum penalty for breach of Contract Agreement conditions or unsatisfactory performance and / or delay in adhering to the prescribed timelines to achieve the milestones prescribed for completion of scope of work.

3.18.1 FINAL DECISION-MAKING AUTHORITY

The Competent Authority of **MAHAPREIT** reserves the right to accept or reject any or all the offers in part or full for this RFP without assigning any reasons thereof and his decision will be final.

3.19.0 AMENDMENT OF TENDER DOCUMENTS:

- a) At any time prior to the deadline for submission of tenders, MAHAPREIT for any reason whether at their own initiative or in response to a clarification required by any prospective Bidders may modify the Tender Documents.
- b) The amendment shall be part of the Tender Documents and will be notified by publication in the MAHAPREIT and will be binding on the prospective Bidders.

- c) All the intending Bidders are advised to keep close watch on the website of MAHAPREIT in their own interest.

3.20.0 GENERAL TERM AND TERMINATION

- a) This Agreement shall become effective upon signing and shall terminate upon breach of the agreement.
- b) In case any information mentioned in the body of the agreement and in the attached ANNEXURES is misleading and/or incorrect, this agreement will be terminated immediately. Party sharing the misleading/misinformation will be accountable to pay any and all damages occurred to the other Party as the result of mislead and/or misinformation. Any breach of terms and conditions on the part of Contractor shall be liable for termination of this contract by MAHAPREIT by serving notice of 30 days and in such case the contract shall stand terminated on the expiry of the said notice period.

3.21.0 FORCE MAJEURE

- a) No Party to this Agreement is responsible to any other Party hereto for non-performance or delay in performance of the terms and conditions hereof due to acts of God, acts of governments, riots, wars, strikes, fires, floods, explosions, pandemics, quarantine periods due to pandemics, court orders or similar causes beyond the control of the affected Party.

Note: In the event of any unforeseen closure of work / holiday on any of the above days, the same will be opened on the next working day without any further notice

3.21.1 MUTUAL DISCUSSIONS

- a) In the event of a dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement or the breach, termination or validity hereof, the Parties shall endeavor to resolve such dispute in good faith in the first instance within 30 (thirty) days of the notice of such a dispute by mutual discussions between the Parties.

3.22.0 ARBITRATION

In the event of failure to resolve dispute/ differences related to Contract/Agreement and relating to interpretation of the clauses therein the parties are hereby agreed for its resolution / Adjudication etc. by referring it to the Institutional Arbitration established /recognized by the State Govt/Central Govt. and the dispute can be get resolved within the framework of the **Arbitration Act 2015** and in terms of rules and regulations of such institutional arbitration such as **Mumbai centre of Arbitration** etc.

3.23.0 CONFIDENTIALITY

3.23.1 All plans, design calculations, studies, data, maps, drawings and specifications prepared by the Bidder in connection with the services to be provided by the Bid Advisory Services under the Contract shall be the property of the Owner. As and when required or upon termination of the contract, the aforesaid documents, prepared specifically for this project (including originals) shall be handed over to the Owner.

3.23.2 The Bidder shall take all necessary steps to ensure confidential handling of all matters pertaining to plans, designs, drawings, specifications, method, and any other information developed or acquired by him from the MAHAPREIT under terms of the Contract.

3.24.0 LIQUIDATE DAMAGE

For any delay attributable to the consultant, beyond the scheduled date of completion of various activities as per the agreed time schedule, liquidated damages shall become livable at 0.5% (half of One percent) per week of delay on the specific milestone activities under the part or work assignment. The total liability of the Consultant under this clause shall not exceed 10% (Ten percent) of the contract value.

The liquidated damages shall stand recoverable from progressive amount payable to the consultant no sooner it becomes due in case any items of work have remained incomplete beyond the schedule completion period irrespective of the fact on whose account such delay has taken place. This amount so recovered from the Bidder shall be reimbursed if, after completion of all works, it is satisfactorily demonstrated to the MAHAPREIT that such delay had occurred due to no fault of the Bidder.

3.25.0 TERMINATION OF CONTRACT

The MAHAPREIT may by giving not less than thirty (30) days written notice of termination to the Bidder, terminate this Agreement upon the occurrence of any of the events specified in paragraphs (a) through (e) below: -

- a. If the Bidder fails to remedy a failure in the performance of his obligations hereunder, as specified in a notice of suspension pursuant thereof, within thirty (30) days of receipt of such notice of suspension or within such further period as the MAHAPREIT may have subsequently approved in writing or

- b. If the Bidder becomes insolvent or bankrupt or enter into any agreement with his creditors for relief of debt or take advantage of any law for the benefit of debtors or go in to liquidation or receivership whether compulsory or voluntary; or
- c. If MAHAPREIT found that the bidder has provided the false & wrong information while bid submission; or
- d. If the Bidder submits to the MAHAPREIT a statement which has an effect on the rights, obligations or interests of the MAHAPREIT and/or which the Bidder knows to be false; or
- e. If as the result of a Force Majeure Event, the Bidder is unable to perform the Services for a period of not less than sixty (60) days, or
- f. If MAHAPREIT found any defect/inadequacy/errors/inability/non-competency etc. in the bidder in relation to the performance of the services which are not in accordance to the good industry practices or the provisions of this RFP, or
- g. If the MAHAPREIT, in its own discretion and for any reason whatsoever, decides to terminate this Agreement.

3.22.0 ACCEPTANCE OF BIDS

3.22.1 RIGHT OF FIRST REFUSAL (ROFR)

A. Right of first refusal (ROFR), also known as first right of refusal, is a contractual right to enter a business transaction. The tender clause regarding 'the Right of First Refusal' (ROFR) can be considered to facilitate Channel Partners (Knowledge/ Capex Partner) to secure a new work of pilot Project or carry out left over work in any bid even though other than L1 by assigning the new work of Pilot Project or abandoned work by the L1 even though the Tender Process was concluded. Further if any Channel Partners (Knowledge/Capex Partner) with these right declines to enter a contract, then MAHAPREIT would be free to invite offers by calling new Tender to complete the balance work.

Channel Partners (Knowledge/Capex Partners) who has participated in the tender process and more so, despite the express terms in the tender documents in the tender documents, validity whereof has not been challenged, the Channel Partner (Knowledge/Capex Partner) shall acquire a 'Right of First Refusal', in the tender process in respect of L1 or to complete the additional/increased scope of work in any particular bid or to complete the portion of work withdrawn from the L1 contractor to be assigned to the Channel Partners.

Channel Partners (Knowledge/Capex Partners) will have absolute Right of First Refusal when in numbers regarding outsourcing of Service Maintenance Contract according to specified terms & amp. Upon exercise of such ROFR by the Channel Partners (Knowledge/Capex Partners) then MAHAPREIT can invite offers by calling Tenders for outsourcing of Service Maintenance Work.

ROFR shall be considered, where the difference in the quote between the lowest and the quote of the CP is not more than 10% (ten Percent). Further, selected channel partner bidder, if more than one in specific range of consideration, then the process of reverse bid/auction, shall be followed by

submission of revised commercial bid through e-Tendering process. However, number of eligible bidders participated in reverse bidding, shall not be more than 50% (Fifty Percent) or 3 bidders in any bid, whichever is higher.

B. Negotiations:

Negotiations shall be with the L1 bidder only as per the CVC Guidelines except there shall be no bar in respect of operationalization of ROFR clause and where in the tender document, a specific condition is provided. However, in the process of e Tendering any further negotiations shall be held with L1 only either in e Tendering or with e-Reverse Bid post e-Tendering.

SECTION – IV

SCOPE OF WORK RELATED TO SPECIFIC INFORMATION

4.0 MAHAPREIT is supporting SATAT scheme 'SATAT' (Sustainable Alternative Towards Affordable Transportation) scheme on Compressed Bio Gas (CBG). Government of India has prepared a road map to reduce the import dependency in oil & gas sector by adopting a pronged strategy which includes, increasing domestic production, adopting biofuels & renewables, energy efficiency norms, improvement in refinery processes and demand substitution. It is imperative to set up CBG plant of 100 TPD of feedstock capacity. as per agreed scope of work as per SATAT guideline and IS:16087:2016 standards.

The Scope of Work in respect of selection of developers (bidders) for finance and supply of CBG-to-CBG Distribution Company in Maharashtra / India. The selected bidders/ developers should supply the CBG from their newly set up plants over 15 years as per terms agreed with MAHAPREIT shall be as more specifically mentioned below:

4.1 Scope of Services / Duties to be performed by the Bidder.

4.1.1 The bidder should conduct a preliminary survey of the bio-mass residue availability across the area where around 60,000TPA of bio-mass residue/animal waste/ food waste/ press mud/ other indigestible waste/ agri-processing waste shall be available. The biomass details are mentioned below:

Feedstock for CBG plant shall be agro residue which means the leftover portion of the indigestible agriculture produce such as bio-mass residue/ animal waste/ food waste/ agri-processing waste/ press mud/ food waste from Agriculture Produce Market Committees/ food waste from hotels and restaurants etc. (sources of locally available feedstock for CBG to be mentioned specifically)

Feedstock for CBG can be sourced in bulk from food factories/ food waste from hotels and restaurants/ dairy farms/ poultry farms / sugar mills/ APMCs etc.

Sorting, grading and mixing of feedstock received from food factories/ hotels and restaurants/ dairy farms/ poultry farms/ sugar mills such as by products like press mud, molasses, spent wash or natural animal dung may also be used with agro residue in limited proportion to enhance material properties and same shall be explicitly mentioned by supplier in consignment details.

Feedstock obtained from APMCs/ food factories / APMCs may be sorted and treated or converted into slurry which could be bio-digestible by FPOs / with support from MAHAPREIT (Optional). The Developer reserves the right to exclude any feedstock material/ Mixing material/additive/ binder or modify their proportion, if any adverse impact of the feedstock / Mixing material/additive/binder is found on digester in long run.

4.1.2 Assessing and sourcing of raw materials / feedstock supplies up to 60,000TPA of biomass / feedstock from dairy farmers, dairy FPOs / FPCs or dairy co-op. shall be responsibility of the EPC players appointed by the developers.

4.1.3 Financing and setting up a CBG making plant to produce CBG as per IS:16087:2016 standards and supply CBG to Gas Distribution company with 100TPD of feedstock capacity with the help of Project Management Consultants (PMC) team.

4.1.4 Technical specifications of the feedstock / CBG plant / CBG are mentioned below:

Technical Specification

- a) APPLICANT shall be responsible for planning, preparation, engineering and execution of the project, including storage of raw material, operation and maintenance of the plant, maintaining final product output quantity and quality, managing the by-products and wastes from the plant as per existing central / state norms and providing performance guarantee for the project at their own cost.
- b) Setting-up and commissioning of the CBG Plant and its continuous operation is the complete responsibility of the APPLICANT including arranging the entire land and finance.
- c) Compressed Bio Gas (CBG) to be supplied shall meet **IS 16087:2016** specifications of BIS (detailed below) and any other further revisions in the said specifications.

IS 16087 : 2016 Standard		
S No.	Characteristic	Requirement
1	Methane percentage (CH ₄), minimum	90.0 %
2	Only Carbon Dioxide percentage (CO ₂),, maximum	4%
3	Carbon Dioxide (CO ₂)+ Nitrogen (N ₂)+ Oxygen (O ₂) percentage maximum	10%
4	Oxygen (O ₂) percentage maximum	0.5%
5	Total sulphur (including H ₂ S) mg/m ³ , maximum	20 mg/m ³
6	Moisture mg/m ³ , maximum	5 mg/m ³

Also as per the **IS 16087:2016** specifications, the following shall also be met

- i. CBG shall be free from liquids over the entire range of temperature and pressure encountered in storage and dispensing system
- ii. The CBG shall be free from particulate matter such as dirt, dust, etc.
- iii. CBG delivered shall be odorized similar to a level found in local distribution (ref.IS 15319)
- d) The CBG is to be compressed at 250 Bar and supplied through Cascades to the GAS DISTRIBUTION Company Retail Outlets as mentioned in the EOI document.
- e) The off-take of CBG by the respective Gas Distribution Company shall be as per the demand in

the market and it is expected that from the initial phase to the subsequent off-take up to designed capacity of the Plant, the supply shall be increasing gradually over a period of time.

f) The minimum designed capacity of a single CBG Plant shall be **4.0 Tonnes per Day** (TPD) of CBG.

Quality Parameters

- Supply of CBG shall be as per IS 16087:2016 standards. Filtration unit, drying unit and online gas chromatograph / gas analyser shall be used to ensure CBG is compliant to IS 16087:2016 standards. CBG shall be compressed at 250 bar pressure during delivery.
- APPLICANT shall have a well-equipped laboratory, online Gas Chromatograph/ gas analyser and all relevant testing equipment.
- All lab equipment maintained by the APPLICANT shall be duly certified periodically by a Government Approved Testing Laboratory.
- Test reports certified by APPLICANT shall accompany each batch of supply.
- Gas Distribution Company shall have right of independent sample testing, which shall be binding on all Parties.

Output of CBG Plant

Sr. No.	Particulars	Value	Unit
1.	Feedstock quantity (in TPD)	100	Ton Per Day
2.	Compressed bio-gas	4	Ton Per Day
3.	Solid Manure Generation	25	Ton Per Day
4.	Liquid Manure	100	K Lit. Per day

Guidelines to be followed by CBG Plants

1. Handling of Solids Waste / Input material Biodegradable solid waste/input material should be stored in such a manner that leachates formed do not get mix with any natural water body or stream.
2. If solids have any fire hazard possibility due fire extinguishing system should be set up.
3. Reject/undigested Solids should be disposed in accordance with SWM Rules, 2016 & its amendments and shall not be mixed with digested slurry for disposal.
4. Digested solid/sludge shall be used for producing FOM or Bio-compost. In case of Bio-compost, following shall be ensured:

- a) The composting facilities of adequate size may be designed through expert institutions in the field.
- b) The compost yard be provided with impermeable base with facility for collection of leachate and surface water run-off into lined drains leading to a leachate treatment and disposal facility.
- c) The composting facility shall not be located within 300 m from the nearest dwelling and 100 m from any well or water course.
- d) Necessary precaution shall be taken to minimize nuisance of odour, flies, rodents, bird menace and fire hazard.
- e) The windrow area shall be provided with impermeable base. Such a base shall be made of concrete or compacted clay of 50 cm thick having permeability coefficient less than 10^{-7} cm/sec. The base shall be provided with 1 to 2 per cent slope and circled by lined drains for collection of leachate or surface run-off.
- f) Leachate collection system shall be constructed. Leachate can be re-circulated in compost plant for moisture maintenance.
- g) The end product compost shall meet the standards prescribed under Fertilizer Control Order notified from time to time.
- h) The daily logbook record of the solid waste generated and bio-compost shall be maintained.

2. Groundwater monitoring

- a) Location of piezometer- wells: Minimum at 2 places along the periphery of the bio-compost yard such that one is in the upstream of the Ground water flow direction and one in the downstream direction.
- b) Hand pump: at least 30 meters depth, located within 500 meters to 1 Km from yards. Water quality of hand pump should be tested pre and post monsoon.

3. Approach Road to bio-compost yard: The entrance of the Bio-compost yard should be paved all-weather road for approach of vehicles.

4. Packaging and Labelling / Marking -The bio-compost or Bio manure shall be packed and labelled/marked properly.
5. Storage facilities for ready compost should be covered under shed having platform.
6. All other wastes such as iron filings, waste oils, transformer oils, batteries & other e-waste should be recycled using registered vendors.

II Solid Manure:

7. Solid manure should be stored in leachate-free way.
8. Solid manure can be used in farms with or without any value addition in conformity with requirements of Gazette Notification No. 2051 dated 14.07.2020 & No. 1972 dated 01.06.2021.
9. Solid manure may be converted to PROM (Phosphate Rich Organic Manure), Organic Potash fertilizer, organic silica fertilizer etc.

III Liquid Manure (Fermented Organic Manure):

10. Digested slurry while producing FOLM should be separated for solids as much as possible.
11. Use decanter, screw press, filter media or drying pit for separation of solids.
12. Liquid manure should be stored in leachate-free way.
13. Liquid manure can be used in farms with or without any value addition after confirming the stipulated quality requirements.
14. Liquid manure can be applied in farms after required treatment, depending on feed material and in conformity with requirements of Gazette Notification No. 2051 dated 14.07.2020 & No. 1972 dated 01.06.2021 and applicable effluent discharge standard. There shall be no adverse impact of application of digested biogas slurry on soil & environment.
15. Impermeable tank having total storage capacity of 15 days shall be provided for storing the liquid manure/ slurry.
16. Any concurrent use of fertilizers (along with LOM) shall be done judiciously to avoid any superimposed effect.
17. In no case, the Liquid manure/ effluent/ leachate shall not be discharged into the drain/nallah/surface water bodies/channels/rivers.
18. The liquid concentrated nutrient rich fertilizer product after post processing shall be labelled and packed in containers for sale.
19. The daily logbook record of the Liquid manure produced by the unit shall be maintained.

IV Self-monitoring system :

20. A flow-meter shall be installed at the wastewater/slurry generation/discharge line to quantify the slurry being generated for treatment. A PTZ camera shall be installed at storage tank and bio-compost area to monitor the bio-composting operation.

V Scrubber System:

21. CBG Plants may use following types of scrubbers:
 - a) Iron chelating based for H₂S removal.
 - Disposal of sulphur recovered from the process should be sold / disposed off in correct manner as per rule.
 - All waste streams coming from plant should be suitably treated & recycled/reused. In no case, effluent enters water body.
 - b) PSA for CO₂ removal
 - Exhaust gas being released to atmosphere in safe manner.
 - Height of exhaust gas chimney to be raised to 3m above the roof level atleast.
 - Iron filings, silica gel should be disposed of through certified vendors.
 - c) Membrane for CO₂ removal
 - Membrane material disposal should be done through registered vendor only.
 - d) Water scrubber for CO₂ and H₂S removal.
 - Effluent generated which is high in acids should be neutralized by using suitable method & then disposed off after meeting the notified effluent discharge norms.

VI Other Requirements :

22. Ambient air quality monitoring shall be regularly carried out.
 23. Odour nuisance at down-wind direction on the boundary of processing plant shall also be checked regularly & accordingly necessary steps for its control shall be taken.
 24. The Gensets shall comply with the latest Indian emission norms for Gas based Engines.
 25. The biogas plants may be integrated with Solar PVs to make these plants cost economically viable
 26. The CBG plant shall install flow meter at all water abstraction points for measuring water consumption & maintain logbook for the same.
- 4.1.5** Operating the CBG plant for 330 days of the year with 100TPD feedstock capacity for supplying CBG to the Gas Distribution Company with minimum 4TPD of CBG as per IS16087:2017. The CBG plant should be able to take feedstock quantity of 60,000 TPA.
- 4.1.6** Bidder should confirm the financial requirements as mentioned below:
- a) The bidder should have annual average turnover of last three financial years an Average Annual Turn Over of not less than Rs.3crores. New firm for setting up the CBG plant need to show financial strength through Rs 5crores equity commitment letter.
 - b) Bidder should confirm the adequacy of working capital for Rs.2crores for sustaining operations and submit supporting credit limit / bank solvency letter.

- c) Bidder should have net worth of last financial year at least equal to or more than paid up share capital.

4.1.7 Bidder shall confirm the technical requirement as per the following capabilities:

- a) Bidder in his name should have in the last three years i.e., 2018-19 to 2021-22, satisfactorily completed at least one biogas/ CBG plant or the biogas/ CBG feedstock supply work of value not less than Rs.5crores as prime contractor to the CBG Plants or FPO's.
- b) The bidder should have set-up/ managed Biogas/ CBG plant with a feedstock capacity more than 50TPD (15,000TPA). OR The bidder should executed/ commissioned a biogas/ CBG plant of 100 TPD feedstock capacity as an EPC company/ contractor. The bidder should have the capacity to ensure at least 330 days of full capacity utilization of 100 TPD feedstock CBG plants through backward integration. OR
- c) Bidder should have executed at-least one contract including scope of collection and transportation of agriculture waste / food waste/ APMC waste/ agro-processing waste/ press-mud or other indigestible waste for a biogas or CBG plant for at least One year and contract volume of 15,000TPA. New supplier having no past experience of collection and transportation of feedstock may submit supporting credential of logistics capability through their own / tie-up's. The Bidder shall furnish a Performance Certificate issued by the client; clearly mentioning that the Bidder has successfully commissioned projects (including area of collection and amount of waste collected along with duration of contract)
- d) For the purpose of ascertaining qualification, technical criteria of group business entity ("Group Business Entities") can also be submitted by the Bidder in addition to its own Technical Criteria

4.1.8 The bidder should confirm the price variation for the quoted GCV of CBG as mentioned below:

Price Variation

Bidder shall quote proposed compressed biogas (CBG) price as per standard IS:16087:2016 in "Rs - kg" including applicable taxes/duties/cess but excluding GST.

Actual payment shall be made based on delivery of CBG at designated CBG gas station. It shall be actual quantity of CBG received (ARB Basis) at unloading Point as measured in line with the specified provision. There shall be deduction in basic / Invoice value as per applicable LD clauses defined in Annexure V.

Bidder shall in his quote give clear break-up of the Basic Price of CBG inclusive of all taxes, duties, cess excluding GST and transportation to delivery point. Any taxes, duties, cess etc. not mentioned in the bid shall be deemed to be included in the basic price of CBG.

4.2 Additional Services:

The selected developer to set up the CBG plant to sign the following agreements with MAHAPREIT, its Transaction Advisor and the bank for opening escrow accounts.

As stated in point (c) above, the Transaction Advisor will draft the following documents and assist in finalising and registration of the relevant document with respective authorities:

1. Developer and Implementation Agreement
2. Transaction Advisor Agreement
3. CBG Offtake Agreement.
4. Raw materials supply agreement (feedstock)
5. Escrow account with a bank and MAHAPREIT

4.3 Duties to be performed.

- The selected bidder (developer) is expected to perform the role as a Project developer as well as supplier of CBG for the MAHAPREIT and its CBG Distribution company.
- The selected bidder shall be expected to coordinate with MAHAPREIT personnel, Transaction Advisor and Project Management Consultants in setting up the CBG plant within 9 months of the zero date. (Date of signing Project development agreement is the zero date)

4.4 MAHAPREIT will work as a facilitator for the forward integration/delivery/tie up for Manure /Fertiliser to the Fertilizer companies or other customers.

Bidder’s obligations

The following items are not included in the supply of CBG unless stated otherwise in the defined scope of supply

Taxes and Duties :

S. No.	Taxes & duties	Details
1.	GST	Extra as actual
2.	Freight	Extra as actual
3.	Transit Insurance	Shall be to your account.
4.	Any other local tax	Shall be to your account.
5.	Third party inspection	Extra as actual
6.	Any change in statutory	Shall be to your account.

- Any Specialized civil works such as earthquake resistance for constructions (additional costs), piling, strengthening of construction, controlled drillings towards obstacles, ground improvements and/or remediation;
- Lightning protection, earthing/grounding pin, gas and fire protection in building(s) or biogas installation;
- Demolition works;

- Obtaining the necessary permits and the necessary analyses for this, like odor and groundwater analyses etc;
- Maintenance works for the CHP, biogas upgrading, and biogas installation immediately after startup;
- Net/ grid connection including transformers, low-voltage distributor and connection, switch box to the low voltage distributor;
- Internet connection suitable for remote access and control;
 - Supply of heat for start-up;
 - Emergency power supply biogas installation;
 - Liasoning with any statutory authority / seeking permission from local authority / work permit for carrying out work, if any.
 - Monorail / equipment lifting arrangements.
 - Plant lighting and landscaping to be carried out by client
 - Availability of fully equipped laboratory
 - Consumables and chemicals;
 - Disposal of digestate;
 - Removal, capture and treatment (if necessary) of gasses from the liquid silos if any;
 - Specific local requirements (e.g. meters, emissions, networks, nitrogen inerting etc.)
 - All non-specified components.
 - Spare parts

Logistic Mechanism to delivery and input points-

Producer(s) / Seller(s) (Party/Entrepreneur) shall deliver CBG, at Gas Distribution Company's **existing or new Retail Outlet / Stand-alone Selling Point** through Cascades. The equipment for dispensing CBG at Gas Distribution Company existing or new Retail Outlet / Stand- alone Selling Point shall be installed and maintained by Gas Distribution Company & the CBG nozzles shall be manned and operated by GAS DISTRIBUTION Company or its authorised service agent/dealer/ representative. The outlet flange of the Cascade / Inlet Flange of Compressor at the Retail Outlet shall be the Point of Sale for CBG. The cascade to remain connected to the compressor at retail outlet till the dispensation is operationally feasible.



CBG
PRODUCTION
PLANT



TRANSPORTATION BY
CASCADES



BRANDING / RETAILING
INCLUDING DISPENSING
UNIT
/ BOOSTER COMPRESSOR

SECTION – V
BID EVALUATION CRITERIA

BID EVALUATION CRITERIA

5.1 TECHNICAL REQUIREMENT:

Bidder shall confirm the technical requirement as per the following capabilities:

- a) Bidder in his name should have in the last three years i.e., 2019-20 to 2021-22, satisfactorily completed at least one biogas/ CBG plant or the biogas/ CBG feedstock supply work of value not less than Rs.5crores as prime contractor to the CBG Plants or FPO's.
- b) The bidder should have set-up/ managed Biogas/ CBG plant with a feedstock capacity more than 50TPD (15,000TPA). OR The bidder should executed/ commissioned a biogas/ CBG plant of 100 TPD feedstock capacity as an EPC company/ contractor. The bidder should have the capacity to ensure at least 330 days of full capacity utilization of 100 TPD feedstock CBG plants through backward integration.

For the purpose of ascertaining qualification, technical criteria of group business entity ("Group Business Entities") can also be submitted by the Bidder in addition to its own Technical Criteria

5.2 FINANCIAL REQUIREMENT:

Bidder should confirm the financial requirements as mentioned below:

- a) The bidder should have annual average turnover of last three financial years an Average Annual Turn Over of not less than Rs.3crores. New firm for setting up the CBG plant need to show financial strength through Rs 5crores equity commitment letter.
- b) Bidder should confirm the adequacy of working capital for Rs.2crores for sustaining operations and submit supporting credit limit / bank solvency letter.
- c) Bidder should have net worth of last financial year at least equal to or more than paid up share capital.

5.3 Eligibility and Technical Evaluation Qualification of Bidder

The Bidders' competence and capacity is proposed to be established by following parameters:

5.3.1 Technical Criteria: The technical criteria beyond preliminary technical specifications could be measured below based on following criteria:

- **Overall sectoral experience of the firm:** In terms of number of year of experience in biogas/ CBG sectors or other energy project/ energy transportation
- **Project execution experience of the firm:** Number of years of experience Amount of CBG projects handled in the past and investment in the past 3 financial years (FY19-FY21)
- **Capacity to finance the CBG project:** Turnover of the firm in the past 3 financial years

(FY19-21)

- **Technical Competencies and tie-ups:** Inhouse knowledge of the key employees/ tie-up with the feedstock/ digester/ purification and compressor technologies
- **Experience in Energy sector distribution:** Vendor registration or dealership of any CBG /oil/ gas distribution company.

Based on above parameters: the firm with more than 50% marks should be qualified for submitting the financial bids.

3.2 Financial Criteria: The bidder/ developer will have to bid for the price of CBG in Rs. ___/kg as per IS16087:2016

Those eligible bidders fulfilling criteria as mentioned above and which will secure 50% marks in Technical Evaluation as per **ANNEXURE – I & II** would be Technically Qualified Bidders and Price Bid will be opened in respect of those only. The MAHAPREIT is in business of energy and renewable energy; hence the bidder should have vendor ship with the Gas Distribution companies in Maharashtra.

- a) Bidder Firms need to quote for the price of CBG in Rupees per kg (finally in Rs. per kg of CBG) the supply of CBG to the gas distribution company on agreed terms. (provide Break up of pricing)
- b) The Bidder Firm should provide the firm profile, promoter profile as well as CVs of its staff with CBG manufacturing experience/ feedstock collection and management experience in the state of Maharashtra.
- c) Bidder shall provide its probable Gas distribution Networks of CBG distributions companies. All bidders needs to submit basic technical information of plants, layouts, technologies etc. along with bid submissions Annexure XIII duly sealed and signed by representative of bidder.
- d) MAHAPREIT will tie up with different Govt./Private Gas distribution Companies for entering into contracts for supply of CBG based on bidder's response to bid.
- e) The MAHAPREIT reserves its right to accept or reject any application/s or accept any offer in full or part without assigning any reasons thereof. The decision of the MAHAPREIT for selection of the Firms will be final and binding upon the parties participating.
- f) MAHAPREIT plans to set up 12 CBG projects with a feedstock capacity of 100TPD in all 6 revenue divisions of Maharashtra. Hence the proposals are invited for 2 CBG

projects each in every revenue division of Maharashtra viz. Nagpur, Amravati, Aurangabad, Nashik, Pune and Mumbai.

5.4 EVALUATION OF TECHNICAL PROPOSAL

The Technical evaluation shall be based on the parameters as mentioned in the Table below.

NOTE: The Technical Proposal must not include any financial information

Regarding the Price which has to be submitted separately, failing which the Proposal will be rejected

Sr No	Qualification criteria	Marks	Documents required
I	Overall sectoral experience of the firm: In terms of number of year of experience in biogas/ CBG sectors or other energy project/ energy transportation	Max 15	Applicant should submit the work orders/ sanction letter copies
a.	More than or equal to 5 years	15	Applicant should submit the work orders/ sanction letter copies
b.	More than 2 years but less than 5 years	10	Applicant should submit the work orders/ sanction letter copies
c.	Less than 2 years	5	Applicant should submit the work orders/ sanction letter copies
II	Project execution experience of the firm:	Max 25 Marks	Applicant should submit the work orders/ sanction letter copies

	Number of years of experience Amount of CBG projects handled in the past and investment in the past 3 financial years (FY19-FY21)		
a.	More than Rs.10crore	25	Applicant should submit the work orders/ sanction letter copies
b.	More than Rs.8cr but less than Rs.10cr	20	Applicant should submit the work orders/ sanction letter copies
c.	More than Rs.5cr but less than Rs.8cr	15	Applicant should submit the work orders/ sanction letter copies
d.	More than Rs.1cr but less than Rs.5cr	10	Applicant should submit the work orders/ sanction letter copies
e.	Less than Rs.1cr	5	Applicant should submit the work orders/ sanction letter copies
III	Capacity to finance the CBG project: Turnover of the firm in the past 3 financial years (FY19-21)	Max 30 Marks	Bidder should submit the audited financial reports
a.	More than Rs.10cr	30	Bidder should submit the audited financial reports

b.	More than Rs.5cr but less than Rs.10cr	20	Bidder should submit the audited financial reports
c.	More than Rs.3cr but less than Rs.5cr	10	Bidder should submit the audited financial reports
IV	Technical Competencies and tie-ups: Inhouse knowledge of the key employees/ tie-up with the feedstock/ digester/ purification and compressor technologies	Max 20 Marks	Bidder should submit the relevant technical documents including MoU/ Agreements/ technology tie-ups
a.	Possessing in house technology for digester or tie-up	5	Bidder should submit the relevant technical documents including MoU/ Agreements/ technology tie-ups
b.	Possessing in-house technology for biogas purification system/ tie up	10	Bidder should submit the relevant technical documents including MoU/ Agreements/ technology tie-ups
c.	Possessing inhouse compressor technology/ tie-up	5	Bidder should submit the relevant technical documents including MoU/ Agreements/ technology tie-ups

v	Experience in Energy sector distribution: Vendor registration or dealership of any CBG /oil/ gas distribution company.	Max 10 Marks	Bidder should submit the dealership or vendorship agreement with the Oil/ Gas Distribution company
a.	Vendorship of the oil/ gas distribution company	5	Vendor agreement alongwith vendor code
b.	Dealership of the oil/ gas/ LPG	5	Dealership agreement with dealer code

5.4.1The above technical proposal should also include:

5.4.1.1Proposed Overall In charge person for the bidder/ developer

5.4.1.2 Proposed Completion time / commissioning date from zero date for setting up CBG plant (from the date of receipt of engagement letter)

5.4.1.3 MAHAPREIT may, at its discretion, call for additional information from the Bidder(s). Such information has to be supplied within the set out time-frame, otherwise the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the Bidders/ Consortium of Bidders and the Proposal is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal.

5.4.1.4 For verification of information submitted by the Bidders /Consortium of Bidders, the Committee may visit Bidder's offices at its own cost. The Bidders shall provide all the necessary documents, samples and reference information as desired by the Committee. The Bidders shall also assist the Committee in getting relevant information from the Bidders / Consortium of Bidders references, if desired.

5.4.1.5 Those bidders/ developers, who will secure 50% marks and above as per **ANNEXURE I & II** would be technically qualified Bidders.

5.4.1.6 Bidder has to submit covering letter as per **ANNEXURE - V**.

5.4.1.7 Bidder has to sign Integrity & Confidentiality Certificate Pact as per prescribed proforma & in the meantime has to provide an Undertaking to be signed by the Bidder and uploaded in **ANNEXURE - III**.

5.4.1.8 Only technically qualified Proposals shall be considered for Financial bid Opening.

5.4.1.9 Evaluation of Financial Proposal

Financial proposals of only those firms who are technically qualified shall be opened on the date and time specified in the Datasheet. Lowest Price Bid shall be considered without any further negotiation subject to fulfillment of minimum Technical Evaluation Score of 50%.

MAHAPREIT will correct any computational errors in financial bid. When correcting computational errors, in case of discrepancy between a partial amount and the total amount (Inclusive of Taxes), or between word and figures, the former will prevail. After opening of financial proposals, **Lowest Eligible Bidder (L1) will be decided as per clause 3.14 & 3.25** will be declared winner and be eligible for award of the work order and signing of the agreements.

The L1 Bidder will be selected and MAHAPREIT reserve the right to award the contract to any bidder. **Revenue Divisions of Government of Maharashtra: Amaravati/ Nagpur/ Aurangabad/ Nashik/ Pune and Mumbai.**

Bidders are requested to visit our website regularly for any amendment / addendum

/corrigendum / extension until last date.

5.5 PRELIMINARY SCRUTINY

- The MAHAPREIT will scrutinize the offers received to determine whether they are complete and as per BID requirement, whether technical documentation as asked for and required, to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per the BID requirements. The MAHAPREIT will inform the date, time and venue of presentation to the eligible firms.
- The proposals received by the MAHAPREIT will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below under the TECHNICAL PROPOSAL EVALUATION CRITERIA.
- The Bids which are securing the technical score of 50 or more marks out of a total of 100 marks are considered as technically qualified and only those technically qualified Bids will be further processed to find Lowest Price Bidder.
- The MAHAPREIT however retains the right to lower the cut off score if adequate number of bids does not qualify with the minimum score specified above.
- The Competent Authority has right to call for documents pertaining to the Eligible Criteria, if any not submitted along with the Bid and if the Bidder do not submit the same within the timeline then the said Bid will be Technically Rejected for non-compliance of the Eligibility Criter

5.6 ELIGIBILITY OF COMPLIANCE CRITERIA

Eligibility Criteria Compliance to this document. The Bidder would need to provide supporting documents as part of the eligibility proof. The Technical Proposal will also be evaluated for Technical Eligibility / Suitability. During evaluation of the Tenders, the MAHAPREIT, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted.

The MAHAPREIT reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the MAHAPREIT shall be final and binding on all the Firms and the MAHAPREIT will not entertain any correspondence in this regard.

SN.	Name of the document	Annexure	Nature of document	Whether submitted Yes/No.
Pertaining to TECHNICAL PART of bid specification				
1	Chekclist for the technical bid Criteria (Annexure 1)	1	Mandatory	
2	Format for Submission of Technical Bids for short-listing of Developers for providing the Professional Services to MAHAPREIT (Annexure 2)	2	Mandatory	
3	Undertaking for the documents are complete and correct Undertaking (Annexure 3)	3	Mandatory	
4	Proforma for the commercial Price Bid (Annexure 4)	4	Mandatory	
5	Format of Covering Letter (On Letter head of firm) (Annexure 5)	5	Mandatory	
6	General, financial and commercial particulars (Annexure 6)	6	Mandatory	
7	Division of responsibility of JV partners (Annexure 7)	7	Mandatory	
8	Power of Attorney (Annexure 8)	8	Mandatory	
9	Proforma of memorandum of Agreement (Annexure 9)	9	Mandatory	

10	Proforma of authorization of Indian Representative (Annexure 10)	10	Mandatory	
11	Undertaking for TA fees (Annexure 11)	11	Mandatory	
12	Proforma of Consortium Agreement (Annexure 12)	12	Mandatory	
13	Format for submission of technical information of the plant, layout and technology (Annexure 13)	13	Mandatory	

5.7 TECHNICAL PROPOSAL EVALUATION CRITERIA ANNEXURE – I

Sr No	Qualification criteria	Marks	Documents required
I	Overall sectoral experience of the firm: In terms of number of year of experience in biogas/ CBG sectors or other energy project/ energy transportation	Max 15	Applicant should submit the work orders/ sanction letter copies
a.	More than or equal to 5 years	15	Applicant should submit the work orders/ sanction letter copies
b.	More than 2 years but less than 5 years	10	Applicant should submit the work orders/ sanction letter copies
c.	Less than 2 years	5	Applicant should submit the work orders/ sanction letter copies
II	Project execution experience of the firm: Number of years of experience Amount of CBG projects handled in the past and	Max 25 Marks	Applicant should submit the work orders/ sanction letter copies

	investment in the past 3 financial years (FY19-FY21)		
a.	More than Rs.10crore	25	Applicant should submit the work orders/ sanction letter copies
b.	More than Rs.8cr but less than Rs.10cr	20	Applicant should submit the work orders/ sanction letter copies
c.	More than Rs.5cr but less than Rs.8cr	15	Applicant should submit the work orders/ sanction letter copies
d.	More than Rs.1cr but less than Rs.5cr	10	Applicant should submit the work orders/ sanction letter copies
e.	Less than Rs.1cr	5	Applicant should submit the work orders/ sanction letter copies
III	Capacity to finance the CBG project: Turnover of the firm in the past 3 financial years (FY19-21)	Max 30 Marks	Bidder should submit the audited financial reports
a.	More than Rs.10cr	30	Bidder should submit the audited financial reports
b.	More than Rs.5cr but less than Rs.10cr	20	Bidder should submit the audited financial reports
c.	More than Rs.3cr but less than Rs.5cr	10	Bidder should submit the audited financial reports

IV	Technical Competencies and tie-ups: Inhouse knowledge of the key employees/ tie-up with the feedstock/ digester/ purification and compressor technologies	Max 20 Marks	Bidder should submit the relevant technical documents including MoU/ Agreements/ technology tie-ups
a.	Possessing in house technology for digester or tie-up	5	Bidder should submit the relevant technical documents including MoU/ Agreements/ technology tie-ups
b.	Possessing in-house technology for biogas purification system/ tie up	10	Bidder should submit the relevant technical documents including MoU/ Agreements/ technology tie-ups
c.	Possessing inhouse compressor technology/ tie-up	5	Bidder should submit the relevant technical documents including MoU/ Agreements/ technology tie-ups
V	Experience in Energy sector distribution: Vendor registration or dealership of any CBG /oil/ gas distribution company.	Max 10 Marks	Bidder should submit the dealership or vendorship agreement with the Oil/ Gas Distribution company
a.	Vendorship of the oil/ gas	5	Vendor agreement alongwith vendor code

	distribution company		
b.	Dealership of the oil/ gas/ LPG	5	Dealership agreement with dealer code

- Vendor ship means the bidder must have exposure of fuel management supply chain for Gas Distribution Company.

MAHAPREIT may call eligible Bidders for a presentation if required before the Selection Committee of the MAHAPREIT on their understanding of the key considerations for proposed Methodology and Approach to be adopted for the MAHAPREIT, and the proposed team. The technical capabilities and competence of the Firm should be clearly reflected in the write-up.

The date and time of the presentations, if required will be notified by the MAHAPREIT; no changes in the schedule will be entertained thereafter. Based on the details submitted by the Firms in the Technical Proposal and the write up / presentation made by them before the Selection Committee of the MAHAPREIT, the Technical Evaluation of the eligible Firms will be carried out as per Techno-Commercial Evaluation Criteria.

SECTION – VI

TECHNICAL PART OF BID SPECIFICATION

ANNEXURE I

CHECK LIST

We confirm that we have gone through the bid document and as instructed therein we Hereby submit the following documents to form the bid.

SN.	Name of the document	Annexure	Nature of document	Whether submitted Yes/No.
Pertaining to TECHNICAL PART of bid specification				
1	Chekclist for the technical bid Criteria (Annexure 1)	1	Mandatory	
2	Format for Submission of Technical Bids for short-listing of Developers for providing the Professional Services to MAHAPREIT (Annexure 2)	2	Mandatory	
3	Undertaking for the documents are complete and correct Undertaking (Annexure 3)	3	Mandatory	
4	Proforma for the commercial Price Bid (Annexure 4)	4	Mandatory	
5	Format of Covering Letter (On Letter head of firm) (Annexure 5)	5	Mandatory	
6	General, financial and commercial particulars (Annexure 6)	6	Mandatory	
7	Division of responsibility of JV partners (Annexure 7)	7	Optional	
8	Power of Attorney (Annexure 8)	8	Mandatory	
9	Proforma of memorandum of Agreement (Annexure 9)	9	Mandatory	
10	Proforma of authorization of Indian Representative (Annexure 10)	10	Mandatory	
11	Undertaking for TA fees (Annexure 11)	11	Optional	

12	Proforma of Consortium Agreement (Annexure 12)	12	Optional	
13	Format for submission of technical information of the plant, layout and technology (Annexure 13)	13	Mandatory	
14	Bank Guarantee format	14	Optional	

ANNEXURE – II

Format for Submission of Technical Bids for short-listing of Developers

Sr. No.	Name of the document	Relevant Documents
1.	Overall sectoral experience of the firm	Attach relevant documents
2	Project execution experience of the firm	Attach relevant documents
3	Capacity to finance the CBG project	Attach relevant documents
4	Technical Competencies and tie-ups:	Attach relevant documents
5	Experience in Energy sector distribution	Attach relevant documents

Seal of the Company	Signature Name Designation
---------------------	--

ANNEXURE – III UNDERTAKING

We, _____ (name of firm), do hereby verify and declare

- i) that the particulars given above are complete and correct and that if any of the statements made or the information so furnished in the application form is later found not correct or false or there has been suppression of material information, the firm would not only stand disqualified from allotment but would be liable for disciplinary action under the applicable rules and the regulations framed thereunder;
- ii) that firm or partners has not been debarred or cautioned by any professional or government authority during the last five years, if yes give details;
- iii) That individual partner is not engaged in practice otherwise or in any other activity which would be deemed to be in practice.
- iv) that the constitution of the firm as on 30th September 2021 shown in the Expression of Interest is same as that in the constitution certificate issued by the professional body.
- v) that to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the MAHAPREIT to obtain the desired Professional Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling us to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices.

Seal of the Company	Signature Name Designation of The Authorized Signatory
---------------------	--

ANNEXURE – IV

PROFORMA FOR COMMERCIAL / PRICE-BID

(On the Letterhead of Company / Proprietorship / Individual)

PROFORMA FOR COMMERCIAL/PRICE BID for Appointment of developers for setting up of CBG Plant of 100TPD feedstock capacity in the state of Maharashtra. The selected bidders/ developers to supply the CBG as per IS: 16087:2016 standards to the Gas Distribution Company appointed by the MAHAPREIT over a period of 15 years on Contractual Basis.

Sr. No.	Particulars	Price of CBG inclusive of all duties (Rs) (A)	Price of CBG in words.
1	Supply price of CBG.	Rs.____/kg of CBG	Rs.____/kg of CBG

Prices quoted as A are inclusive all other taxes and exclusive of GST as per applicable rate. Bidders shall also submit CBG and logistic cost details/Break up in Rs. per Km within range of 50 Km inclusive of all taxes and exclusive of GST applicable.

I / We agree to all the Terms and conditions and accept Scope of Work & terms & conditions as mentioned in the Section IV and undertake to perform the duties to the satisfaction of the MAHAPREIT.

ANNEXURE - V

Format of Covering Letter (On Letterhead of Company)

Date:

The Managing Director,

MAHAPREIT Ltd.

B-501 PINNACLE CORPORATE

PARK, NEXT TO TRADE CENTER,

BKC, MUMBAI 400051

SUB- E-RFP for Professional Services in Respect of Appointment of Experienced Developer for finance and Supply of CBG to Gas Distribution Company for 15 years on Contractual Basis.

Dear Sir,

We enclose herewith the particulars and details of the firm, Technical Bid and Price Bid in connection with the above assignment. We also state as follows:

- a. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- b. The prices quoted by us in the price bid are valid for 120 days from the date of opening of bid. We confirm that this approval will remain binding up on us.
- c. Prices have been arrived independently without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any competitor.
- d. We agree to bear all costs incurred by us in connection with the preparation and submission of the offer and to bear any further pre-contract costs.
- e. We understand that MAHAPREIT is bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.
- f. I confirm that I have authority of (name of the firm) to submit the proposal.

Thanking You.....

Signature

(name of authorized Signatory) and

Name of Firm.....

ANNEXURE VI

(GENERAL, FINANCIAL & COMMERCIAL PARTICULARS)

(To be submitted by Bidder / Each Member of Consortium on their Letter Head)

1. Name of the Bidder :
2. Registered office address :
3. Telephone :
4. E-mail :
5. Nature of business & working experience
in years in the same business :
6. Person to be contacted :
7. Nature / status of firm :
 - a. (Whether sole proprietary/
 - b. Partnership/Private Limited/
 - c. Public Limited/ Public Sector)
8. Do you anticipate any change in the : No/Yes
 - a. Ownership during proposed period of
Work
 - b. If yes, define scope and effect thereof :
9. Financial detail (Enclosed 1 copy each of)
 - a. Balance sheets and profit & loss :
Account for the past 3 years
FY19-20, 20-21 & 21-22
 - b. Income tax clearance certificate
for past three years. :
 - c. Service tax certificate
 - d. Turnover & Net worth certificate for year :
FY19-20, 20-21 & 21-22 from C.A.
 - e. Company Registration Certificate :
10. Share capital at the time of formation :

- i. Authorized
- ii. Paid-up

11. Share capital at present :

- a) Authorized :
- b) Paid-up

12. Name & address of bankers :

Certified that the above information is true and factual.

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

Name

Designation

Seal of Company.....

ANNEXURE VII

DIVISION OF RESPONSIBILITY

(To be submitted on Letter Head of the Bidder)

Sr. No.	Name of the JV / Consortium partner	Position / Status in JV / Consortium*	Responsibility & Task Assigned for this project
1			
2			
3			

*Bidder must indicate its status Lead Bidder or Consortium Partner.

Date:

Place:

(Signature of the Authorized Representative of Bidder

Name

Designation

Seal of Company.....

ANNEXURE VIII

POWER OF ATTORNEY

(To be provided by the bidding company/ lead member in favour of its representative as evidence of authorized signatory's authority.)

(To be on non-judicial stamp paper of Rs 500/- Foreign companies submitting bids are required to follow the applicable law in their country)

KNOW ALL MEN BY THESE PRESENTS, that we, (Name of the Bidder/Lead Member of consortium), a Company/ Corporation/ Firm organized and existing under and by virtue of the laws of (Name of bidder's country) and having its registered office and principal office at [] (address of the bidder) do hereby irrevocably constitute, appoint, and authorize -----

(Name and residential address) who is presently employed with us and holding the position of -- -----, as our true and lawful attorneys to do in our name and on our behalf prepare, make, sign and submit the bid proposals and other documents, certificates, undertakings and papers to be executed and delivered by us, and to do all such acts, deeds and things as are necessary or required in relation to the tender issued by the MAHAPREIT vide Bid Specification No -----for

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said attorneys pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by our said attorneys in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Signed by the within named

_____ [Insert the name of the executant company] through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney Dated this day of

Accepted

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

(Signature of the Executant)

(Name, designation and Address of the Executant)

Signature and stamp of Notary of the place of execution

Common seal of _____ has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1. Signature.....

Name

Designation

Occupation

2. Signature

Name

Designation

Note:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.**

- (2) Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).**

ANNEXURE IX

PROFORMA FOR MEMORANDUM OF AGREEMENT

This Memorandum of agreement (MOA) entered into between the following parties on this day of Between A Private Limited Company having its Head Office at India (hereinafter referred to as the which expression shall include the successors and permitted assignees) on the FIRST PART. And MAHAPREIT having its Office at (hereinafter referred to as the which expression shall include the successors and permitted assignees) on the OTHER PART.

Is desirous of submitting a Tender MAHAPREIT for Selection of developers for financing and supplying CBG to CBG Distribution companies in Maharashtra by setting up for 15 years Selection of developers for financing and supplying CBG to CBG Distribution companies in Maharashtra of 100 TPD feedstock capacity for 15 years on Build-Operate-Own Basis (BOO), OPEX Model.it shall include Design, Engineering, Fabrication, Packaging, forwarding, supply, transportation and handling, insurance, unloading, construction, erection, commissioning, Testing, Performance Guaranty Test including mandatory spares obtaining all statutory approvals.

AGREEMENT

- 1 It has been agreed that ----- will be quoting for the above Tender as the Lead Member duly supported by--.
- 2 All expenses incurred for tendering and visits during tender stage would be borne by the respective companies individually.
- 3 All contractual liabilities shall be shared by both the companies on a back-to-back basis depending on the scope of services. The scope of services for each of Consortium Members are:
 - a. Scope of Services of ----- (Lead Member) are ----
 - b. Scope of Services of -----(Other Member of the Consortium) are --
- 4 In the event this tender being converted to a firm order, a detailed agreement would be made between the two companies spelling out exact technical responsibilities of both parties based on the split of work indicated herein.

And -----undertake to each other that they shall keep all information, exchanged between the parties regarding the project, totally confidential and shall not use or disclose any such information obtained from the other under the present MOA except with the express written consent of the other. Such information shall not be used for the party's own business purposes or disclosed to any third person.

AS WITNESS this Agreement has been signed by the duly authorized representative of the parties.

Signature and stamp of Notary of the place of execution

For and on behalf of

Signature of the Authorized Representative

.....
(Official Address)

Name

Designation

Seal of Company.....

For and on behalf of

Signature of the Authorized Representative

.....
(Official Address)

Name

Designation

Seal of Company.....

ANNEXURE X

PROFORMA FOR AUTHORISATION OF INDIAN REPRESENTATIVE

(To be submitted on the letter head of the bidder/lead member)

Date:

To,
The Managing Director,
B – 501 PINNACLE CORPORATE PARK,
NEXT TO TRADE CENTER,
BKC (EAST), MUMBAI. 400051

Subject: Notification of invitation of bids date-----

Dear Sir,

This has reference to the bid proposal no.____(Bid Reference)_____Date
_____submitted by us, M/s.(Bidder)_____in response to bid specification No._____ you for Selection of developers for financing and supplying CBG to CBG Distribution companies in Maharashtra for 15 years Selection of developers for financing and supplying CBG to CBG Distribution companies in Maharashtra for 15 years on Build-Operate-Own Basis (BOO), OPEX Model.it shall include Design, Engineering, Fabrication, Packaging, forwarding, supply, transportation and handling, insurance, unloading, construction, erection, commissioning, Testing, Performance Guaranty Test including mandatory spares obtaining all statutory approvals.

We, hereby authorize M/s.____(Indian Representative)_____as Indian Representative of us for the purpose of liaison of the contract and receiving payment thereof, against proposal No.____(Bid Reference) Dated_____on the terms and conditions as are set forth in the supply contract to be executed amongst [] and MAHAPREIT in accordance with of the Bid Specifications, pursuant to the bid being awarded to [].

Thanking you,

Yours faithfully,

(Signature of the Authorized Signatory of the Bidder)

(Name)

(Designation)

ANNEXURE - XI

LETTER OF UNDERTAKING FOR TRANSACTION ADVISORY FEES (As per mutually agreed by Bidders and Transaction Advisor)

To,

Managing Director

Varhad Capital Pvt.Ltd.

Pune-411033

Dear Sir,

In consideration of services provided as Transaction Advisor to develop CBG plants I/we hereby agree and undertake towards you and any of you as follows

1. I/ We shall pay and reimburse Varhad Capital Pvt Ltd all sums, costs, charges, damages and expenses of any kind or nature whatsoever which you or any of you may pay, sustain, incur or be put to as a result of or arising out of successful bid to develop CBG plants.
2. Without derogating from the provisions of paragraph I hereof, I/ we shall fully indemnified you or any of you against any demands and/or claims whatsoever which may arise or may be presented against you or any of you by the Varhad Capital Pvt Ltd.
3. I/We shall effect any payments due by us hereunder forthwith upon your first written demand or the original bill(s) of lading duly completed and endorsed. Within 15 days.
4. I/We understand and agree that I will be liable to pay the fine as per regulations of MAHAPREIT in the event of failing to pay the fees by due date.
5. All amounts that are not paid bycompany within 15 days of their due date shall automatically bear interest calculated, as from such due date, at a rate equal to three times the legal rate of interest in force on such date. These penalties will be payable upon receipt of the notice informing us that you have charged them to us . No discount will be granted in case of advance payment
6. Any disputes that may arise in connection with the application of the policy shall be submitted to the jurisdiction of the relevant courts in Pune.

Yours truly,

ANNEXURE - XII

PROFORMA FOR CONSORTIUM AGREEMENT

This Consortium Agreement executed on between Developer ,having Registered office atand its principal office at..... (herein after called the `Lead Partner' which expression shall include its successors, executors and permitted assigns) and M/S....., a proprietorship/ partnership firm having its principal office at(herein after called the `Second Partner' which expression shall include its successors, executors and permitted assigns) , for the purposes of setting up pellet plant.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the partners to this Consortium do hereby now agree as follows:

1. We the partners in the Consortium hereby confirm that the name and style of the Consortium shall be-..... Consortium.
2. In consideration of the PQ bid submission by us to the Owner, pre-qualification of our bid by the Owner if considered acceptable, submission of main bid by us and the award of contract by the Owner to the Consortium (if selected by the Owner), we the partners to the Consortium, hereby agree that the **Developer** shall act as the lead partner for self, and for and on behalf of **Second Partner** and further declare and confirm that we shall jointly and severally be bound unto the Owner for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to the Owner to perform all contractual obligations including technical guarantees. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the CONSORTIUM.
3. The Lead Partner shall be solely responsible for Project Management of works to the Owner.
4. In case of any breach of the said Contract by any of the partners of the CONSORTIUM, we hereby agree to be fully responsible for the successful execution/ performance of the Contract in accordance with the terms of the Contract.
5. Further, if the Owner suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed equipment/ plant, meeting the guaranteed performance parameters as per the technical specifications/ contract documents, the Lead Partner, Second Partner of these presents undertake to promptly make good such loss or damage caused to the Owner, on the Owner's demand

without any demure. The Owner shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Partner to these presents before proceeding against the Second Partner or the Third Partner.

6. The financial liability of the partners to this Consortium Agreement, to the Owner with respect to the any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the partner.

7. It is expressly understood and agreed between the partners to this agreement that the responsibilities and obligations of each of the partners shall be as delineated in `Appendix I' (in line with past experience of members and the lead Partner shall be responsible for the Project Management) to this agreement. It is further agreed by the partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the partners under the Contract.

8. This Consortium Agreement shall be governed, construed and interpreted in accordance with Laws of India. Courts of Mumbai or Pune shall have exclusive jurisdiction in all matters arising thereunder.

9. In case of award of contract, we the partners to this Consortium Agreement do hereby agree that we shall furnish the contract performance guarantee in favour of the Owner from a bank acceptable/ approved by the Owner for a value as stipulated in the Contract Award and such guarantee shall be in the names of both the partners of the Consortium.

10. It is further agreed that this CONSORTIUM Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Owner discharges the same. It shall be effective on the date first above mentioned for all purposes and intents.

IN WITNESS WHEREOF, the partners to this Consortium agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first above mentioned.

For M/s.

(Lead Partner)

1. Common Seal of M/s. has been affixed in my / our presence pursuant to Board Resolution dated 5 September 2018

Name:.....

.....

Designation: Director

For M/s.

(Second Partner)

1. Common Seal of M/s. has been affixed in my/ our presence pursuant to proprietor/
partners' approval

Name:

.....

Designation: Proprietor/ Partner

Witness1:

.....

Witness2:

.....

ANNEXURE XIII

Format for submission of Technical Information of Plant For Shortlisting Developer

Sr No	Name of the Document	Relevant Document
1	Nearest Gas Distribution Station	Attached Google map with distance in km
2	Technical Information of plant	Digester capacity, feedstock feeding system, purification system etc.
3	Plant layout	Engineering drawings and layout of the plant
4	Technology Used	For digesters, biogas purification and compressor/ cascades

Yours faithfully,

(Signature of the Authorized Signatory of the Bidder)

(Name)

(Designation)

ANNEXURE – IV

SECURITY CUM PERFORMANCE GUARANTEE BOND

In consideration of the Chief Finance Officer, **Mahatma Phule Renewable Energy and Infrastructure Technology Limited** (hereinafter called **MAHAPREIT** having agreed to exempt **M/s xxxxxxxxxxxx** [hereinafter called the said „Contractor/ Agency“] from the demand under the terms and conditions of an agreement/Advance/Lol **XXXXXXXXXXXXXXXXXXXX** made between **MAHAPREIT** and **xxxxxxxxxxxxxxxxxxxxxxxx** for the supply of(hereinafter called „the said agreement“), of security deposit for the due fulfilment by the said Contractor/Agency of the terms and conditions contained in the said Agreement, on production of the bank guarantee for xxxxxxxx only. We,(hereinafter refer to as „the bank“) at the request of **xxxxxxxxxxxxxxxx** do hereby undertake to pay to the **MAHAPREIT** an amount not exceeding **XXXXXXXXXX** against any loss or damage caused to or suffered or would be caused to or suffered by **MAHAPREIT** by reason of any breach by the said Contractor/Agency of any of the terms or conditions contained in the said Agreement.

2. We **XXXXXXXXXX** do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the **MAHAPREIT** by reason of breach by the said contractor/agency of any of the terms or conditions contained in the said Agreement or by reason of the contractor/agency failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of **MAHAPREIT** in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding **xxxxxxxxxxxxxxxx**

3. We undertake to pay to the **MAHAPREIT** any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/agency(s) in any sit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor/agency shall have no claim against us for making such payment.

4. We **XXXXXXXXXXXX** further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the **MAHAPREIT** under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till **XXXXXXX** (Office/ Department) **MAHAPREIT** certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor/agency and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS (as specified in P.O.) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We **XXXXXXXXXXXX** further agree with the **MAHAPREIT** that the **MAHAPREIT** shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the **MAHAPREIT** against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Agency or for any forbearance, act or omission

on the part of the **MAHAPREIT** or any indulgence by the **MAHAPREIT** to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/agency(s).

7. We **XXXXXXXXXXXXXX** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the **MAHAPREIT** in writing.

8. Notwithstanding anything contained herein above.

A. Our Liability under this Bank Guarantee is restricted to an amount of Rs **XXXXXXXXXXXXXX**

B. This Bank Guarantee is valid up to xxxxxx along with Claim Period of one year extendable up to xxxxxxxx.

C. We are Liable under this Bank Guarantee to pay the guaranteed amount or any part thereof only and only if a written claim or demand is made to us on or before xxxxxx

D. At the end of the Claim period that is on or after xxxxxxxx all your right under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this guarantee irrespective of receipt of original bank guarantee duly discharged by the bank.

Dated the _____ day of

For _____
(Indicate the name of bank)