



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 biomass pellets to thermal power plants in Nagpur and Solapur Districts of Maharashtra by setting up 10 plants of 100 TPD in around Nagpur District and 6 plants of 100 TPD around Solapur District for 15 Years.

The interested bidders may submit their offer on or before 13.06.2022 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 नागपूर व सोलापूर जिल्ह्यांमधील औष्णिक ऊर्जा प्रकल्पांना बायोमास पॅलेट्स पुरविणे व त्याकरिता अर्थसहाय्य व प्रकल्प उभारणी करण्याकरिता विकासकांच्या निवडीसाठी प्रस्ताव मागवित आहे. नागपूर जिल्हा व भोवती १०० टन प्रति दिवस क्षमतेचे १० प्रकल्प व सोलापूर जिल्हा व भोवती १०० टन प्रति दिवस क्षमतेचे ६ प्रकल्प ह्यांची १५ वर्षांकरिता स्थापना केली जाईल.

इच्छुक निविदाकारांनी त्यांचे प्रस्ताव १३/०६/२०२२ 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, SET UP PLANT AND
SUPPLY OF BIOMASS**

PELLETS FOR THERMAL POWER PLANTS 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/21-22/ET/F2

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 supply of biomass pellets to thermal power plants for 15 years. Main Offer Document is available for online bid preparation and submission on above website from date: 20.05.2022 to 13.06.2022. 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 | EstimatedCost of 100 TPD | EMD Amount Rs. | Period of Work | Offer Document Cost Rs. | Remarks |
|---------|--|---|---------------------------|----------------|--|---------|
| 01. | Selection of developers for financing and supplying biomass pellets to thermal power plants in Nagpur and Solapur Districts of Maharashtra by setting up 10 plants of 100 TPD in around Nagpur District and 6 plants of 100 TPD around Solapur District for 15 years | Lumpsum amount for setting up the pellets plant and supply of pellets | 6 lakhs per 100 TPD plant | 15 years | 20,000 + GST 3600 Total Rs.23,600/- | |

Tender forms are available on Website

<https://organizations.maharashtra.nextprocure.in> from **date:**
23.05.2022 to 12.06.2022

Online tenders shall be accepted on website

<https://organizations.maharashtra.nextprocure.in> **date:** **23.05.2022 to 13.06.2022**

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 compulsory 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/No. Mr. Umakant Dhamankar CGM-ETAP)

022-26200351/ 62028527 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

TIME SCHEDULE OF e-TENDER NOTICE

| Sr. No. | Details | Start Date | End Date |
|---------|---|------------------------------|------------------------------|
| 1 | Sale of Tender document & Document Download | 23.05.2022 at 10.00 hrs. | 12.06.2022 at 15.00 hrs. |
| 2 | Date and time of Online/OFFLINE Pre-Bid Meeting | 30.05.2022 14.00hrs | |
| 3 | Last Date and time of BidSubmission | | 13.06.2022 up to 15.00 Hours |
| 4 | Opening of Bid | | |
| 4 (a) | Date and time of opening of Part-I(Technical Bid) | 13.06.2022 up to 16.00 Hours | |
| 4 (b) | Date and time of opening of Part-II (Price Bid) | Will be communicated latter | |

TIME SCHEDULE OF OPENING OF THE e-TENDER

| | | |
|----|---|--|
| 1. | e-Tender No. | Mahapreit/21-22/ET/F2 |
| 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 | 23.05.2022 at 10.00 hrs. |
| 4. | Date of availability to the Vendors for downloading | 12.06.2022 at 15.00 hrs. |
| 6. | Date & Time of Online Pre Bid meeting | 30.05.2022 14.00 hrs. |

| | | |
|-----|---|--------------------------------|
| 7. | Last Date of Sale of tender at https://organizations.maharashtra.nextprocure.in | 12.06.2022 at 15.00 hrs. |
| 8. | Date & Time of Submission of tender at https://organizations.maharashtra.nextprocure.in | 13.06.2022 at 15.00 Hrs |
| 9. | Date and time of opening of Part-I (Technical Bid) | 13.06.2022 at 16.00 Hrs |
| 10. | Date and time of opening of Part-II (Price Bid) | Will be communicated latter |

These instructions to applicants are being issued for appointment of Developer for Financing/setting up 16 pellet plants of 100 TPD Capacity each around Nagpur and Solapur Districts 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), Public Limited company ,Farmer Producer Organization (FPO) /Farmer Producer Company(FPC) or Proprietorship firm or Joint venture and having experience of establishing or supplying biomass pellets or biomass or biomass residue or experience in setting up a biomass pellet plant or briquettes plant of 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 means 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 or any such agency as may be authorized 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 | Finance, Install & Supply of biomass pellets to thermal power plants by setting up 16 pellet plants of 100 TPD capacity each around Nagpur and Solapur Districts of Maharashtra |
| 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) | 6 lakhs per 100 TPD plant |
| 2.5 | Transaction Advisory Fees | Max fee of upto 2 % would be payable by successful bidder. Initially all the bidder shall pay 0.5% of estimated cost of project as per TA further commercial term mutually agreed between successful bidder and TA . The differential amount of 0.5% 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 | @ 10% per Value Payable, value of contract. |
| 2.8 | Mode of Submission of RFP | RFP should be Submitted on-line on https://organizations.maharashtra.nextprocure.in |
| 2.9 | Class of Developer | Any Firm that is a partnership, limited liability partnership (LLP), Public Limited company ,Farmer Producer Organization (FPO) /Farmer Producer Company(FPC) or Proprietorship firm or JV and having experience of or supplying biomass pellets or coal or biomass or biomass residue or experience in setting up a biomass pellet plant or briquettes plant of any capacity in India shall be eligible to bid for the tender.(please refer to technical qualification) |
| 2.10 | Period of Supply of pellets | 15 years |

| | | |
|------|---|---|
| 2.11 | Contact Details of MAHAPREIT Official Address Email: Phone: | Mr. Umakant Dhamankar (CGM-ETAP) 022-26200351/6202852 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 web-site 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 |
| 2.16 | Other details | Other details including details of Portal Registration, Submission of bid, Resubmission and withdrawal of bid |

| | | | | | | | | | | | | | | |
|--------------------------------|--|--|--------------------------------|--|-------------------|--|------------------|-------------------|--------------------|--|---------------------|---------------------|----------------------|--------------------|
| | | can be seen in the bidding document which is available in web-site https://organizations.maharashtra.nextprocure.in | | | | | | | | | | | | |
| 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 on to the portal</p> <p>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. | <table><tr><td colspan="2">Bank details are below.</td></tr><tr><td>Party Name</td><td>Mahatma Phule Renewable Energy and Infrastructure Technology Limited.</td></tr><tr><td>Bank Name</td><td>ICICI Bank</td></tr><tr><td>Bank Branch</td><td>MIDC, Andheri East , Mumbai 400 049</td></tr><tr><td>Bank A/c No.</td><td>054405500470</td></tr><tr><td>I.F.S.C. Code</td><td>ICIC0000544</td></tr></table> | Bank details are below. | | 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 |
| Bank details are below. | | | | | | | | | | | | | | |
| 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

INSTRUCTIONS TO BIDDERS

GENERAL INSTRUCTIONS TO BIDDER FOR MAIN BIDDINGTECHNICAL / 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), Public Limited company ,Farmer Producer Organization (FPO) /Farmer Producer Company(FPC) or Proprietorship firm and having experience of supplying biomass pellets or coal or biomass or biomass residue or experience in setting up a biomass pellet plant or briquettes plant of any capacity in India shall be eligible to bid for the tender.(please refer to technical qualification). **SECTION - V** Scope of Work mentioned in the **SECTION - IV**.
- 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 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.

3.1.11.1 Payment Terms – The payment shall be made within 60 days of receipt of invoice.

3.1.11.2 Payment will be made on pro-rata basis upon satisfactory completion of assigned work as per scope of work as follows:

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

3.1.11.2.2 90% of the supply bill/invoice after successful delivery of pellets at the destined thermal power plant (the pellets quality and quantity is approved by the thermal power plant in the bill.

3.1.11.2.3 10% of the supply bill/invoice shall be paid as per penalty/ compensation deducted, if any by NTPC thermal power plant.

3.1.11.2.4 No amount will be withheld as Retention Security Deposit and if the bank guarantee upto 10% of the contract value is furnished to the MAHAPREIT.

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; 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 M/s. Varhad Capital Private Limited, Pune/MAHAPREIT e-payment gateway.

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.

3.6.1 MANNER OF SUBMISSION OF RFP AND ITS ACCOMPANIMENTS:

Main RFP Documents are to be prepared and submitted online. Also, they have to be download 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://organizations.maharashtra.nextprocure.in>. Bidders have to follow the instructions given on the above web site for filling up Main RFP Forms Online.

3.6.2 CONFLICT OF INTEREST

- a) The selected Firm should provide transparent, professional, objective and impartial service and hold MAHAPREIT's interest paramount with

utmost integrity.

- b) The selected Firm shall not deploy former contractual employees who have served MAHAPREIT.
- c) Non-disclosure of such an association will lead to termination of Agency.
- d) 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.**

3.7.1 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 Three 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

ANNEXURES

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 duly 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. Rs.6,00,000/- (Rs. Twenty lakh only) per 100 TPD plant payable through "E- Payment Gateway" available on above mentioned website.

11. Scanned copies of All ANNEXURES 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 CGM(IT)/ CGM(ETAP) **MAHAPREIT , MUMBAI.**

3.9.0 INSTRUCTIONS TO BE CONSIDERD WHILE QUOTING e-RFP OFFER

3.9.1 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 MAHAPREIT which will be available at the e-tendering portal from time to time.

3.9.2 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.

3.9.3 CONDITIONAL OFFER:

Conditional offers will be summarily rejected. The RFP s 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.

3.9.4 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 13.06.2022 for Technical Bid at 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 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), Public Limited company, Farmer Producer Organization (FPO) /Farmer Producer Company(FPC) or Proprietorship firm or JV and supplying biomass pellets or coal or biomass or biomass residue or experience in setting up a biomass pellet plant or briquettes plant of any capacity in India 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. 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 SIGNING 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
- 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 Web address: <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 pellet plant is not developed as per the CEA guidelines, upto the amount maximum up to 10% of the annual contract value 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

This Agreement shall become effective upon signing and shall terminate upon breach of the agreement.

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 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

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

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 ½% (one 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/termination 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
- f. 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
- g. 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
- h. If the MAHAPREIT, in its own discretion and for any reason whatsoever, decides to terminate this Agreement.

3.25.0 ACCEPTANCE OF BIDS

3.25.1 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 & 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 expert 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.

3.26.0 General Conditions to Bidders:

Bidder shall note that MAHAPREIT is subsidiary of MPBCDC COMPANY having objective of uplifting of SC class people hence it is mandatory to provide employment to SC Classes. Bidders shall make a attempt to achieve such employment and documents need to be submitted to MAHAPREIT.



SECTION – IV

SCOPE OF WORK RELATED TO SPECIFIC INFORMATION



SCOPE OF WORKS :

4.0 For Improvement in the operational efficiency of the Thermal Power plants and as per Biomass Policy, GoI/Biomass mission objectives MAHAPREIT Mumbai intends to support national Biomass mission & ensure timely funding for such infrastructure projects, it is imperative to set up 16 pellet plants of 100TPD capacity each around Nagpur and Solapur districts of Maharashtra. as per agreed scope of work, for the said purpose all relevant record shall be made available.

The Scope of Work in respect of selection of developers (bidders) for financing, setting up and supply of pellets to thermal power plants in Nagpur and Solapur districts of Maharashtra. The selected bidders/ developers should supply the pellets from their newly set up plants over 15 years to Thermal Plant through MAHAPREIT on Contractual Basis shall be as more specifically mentioned below:

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

4.1.1 Evaluating possible location around Nagpur or Solapur districts but not more than 200km from the thermal power station for the pellets making plants of 100TPD capacity each.

4.1.2 Preliminary survey of the bio-mass residue availability across the region where about 60,000 TPA of bio-mass residue to be available. The biomass details are mentioned below:

Base material for pellet manufacturing shall be agro residue which means the leftover portion of the agriculture produce such as stubble/ straw/ stalk/ husk of those agro residue which are surplus and not being used as animal fodder such as paddy, soya, arhar, gwar, cotton, gram, jawar, bajara, moong, mustard, sesame, til, maize, sunflower, jute, coffee etc., groundnut shell, coconut shell, castor seed shell etc., pine needle, elephant grass, sarkanda (Munj Grass craft) and horticulture waste such as dry leaves and trimmings generated during the maintenance and pruning of trees and plants.

Agro residue-based biomass pellets can be manufactured by mixing single or multiple base material together.

Mixing material such as by-product of woodwork factory such as wood chips, saw dust, furniture waste etc., bagasse, press mud, molasses, bamboo dust or natural additives/binder such as lignin, starch, and 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.

Wood obtained from tree cutting shall not be treated as agro residue and shall be not to be used as base material or mixing purpose whatsoever. Owner reserve the right to exclude any Base material/ Mixing material/additive/ binder or modify their proportion, if any adverse impact of the Base material/ Mixing material/additive/binder is found on boiler in long run.



4.1.3 Drafting and assessing raw material supplies up to 60000TPA of biomass from farmers, FPOs/ FPCs or coop societies.

4.1.4 Setting up a pellet making plant as per CEA/ NTPC/ thermal power plant norms with 100TPD capacity with the help of PMC and MAHAPREIT team.

Technical specifications of the bio-mass pellets are mentioned below:

Bidder can supply only one type or combination of both Torrefied and Non-Torrefied as per the specification. The bidder shall quote the price for pellets and its GCV (ARB*). The pellets shall adhere to the technical specification given in following table and bidder shall submit

Declaration as per the Annexure – 1 of Annexure section

However, any variation in GCV or Percentage of fines beyond the limit specified in technical specification shall be rationalized as per Price and Quantity Adjustment formula as given in the following clauses of this specification.

Table: 1 Technical specification for Biomass pellets (non-torrefied/ torrefied).

| Serial No | Technical Data | Unit | Specifications of Pallet |
|-----------|---|----------|---|
| 1 | Base material | | Agro residue / Crop residue |
| 2 | Diameter** | Mm | <ul style="list-style-type: none"> Not more than 25 mm No other dimension should exceed 35 mm |
| 3 | Bulk density | kg/m3 | Not less than 600 kg/m3 |
| 4 | Fines % (Length < 3 mm) (ARB*) | Weight % | Fines ≤ 5% |
| 5 | Gross calorific value (ARB*) | kcal/kg | Non- torrefied pellets: Not less than 2800 Torrefied pellets: Not less than 3400 |
| 6 | Moisture (ARB*) | Weight % | 9 % - 14 % |
| 7 | Ash (ARB*) | Weight % | Not more than 20% |
| 8 | Hard grove Grindability Index\$ (HGI) | | 50 or more |
| 9 | Particle size distribution\$\$ (After crushing and pulverizing in site lab pulverize) | Weight % | Passing proportion from 2 mm mesh size sieve: ≥ 75% Passing proportion from 3 mm mesh size sieve: =100% |
| 10 | Chlorine | Weight % | Not more than 0.5 |
| 11 | Sulphur | Weight % | Not more than 0.2 |

*ARB – As Received Basis

\$ Applicable for torrefied pellets.

\$\$ Applicable for non- torrefied pellets.



Note: During contract period, diameter of pellets may be revised/modified based on result of test firing on mutual consent basis without any financial/cost implication to either Owner or supplier.

4.1.5 Operating the pellet plant for 330 days of the year with 100TPD capacity for supplying pellets to the thermal power plant with reliable quantity and quality. The pellet plant should be able to supply the quantity of 33,000 TPA pellets to the destined thermal power station.

4.1.6 Bidder should confirm the financial qualification as mentioned below:

- a) The bidder should have Average annual turnover of last three financial years is not less than INR 10 lakh. New firm for setting up the pellets plant need to show financial strength through Rs 2 crores equity commitment letter
- b) Bidder should confirm the adequacy of working capital for INR 80 lakh 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 qualification 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 bio-mass supply work of value not less than Rs.5.00 Lakhs as prime contractor to the Bio-mass based pellets Plants or FPO's or agri-business.

b) The bidder should have Collected or has farmers, farmers network, FPO, mother FPO, with more than 1000 farmers with capacity 30000TPA biomass for commissioning of 100 TPD of pellets plants. This capacity to supply biomass should ensure 330 days of full capacity utilization of 100 TPD bio-mass based Pellets manufacturing plants. The mother FPO Should mention no. of daughter FPO's names and no. of farmers including acreage and amount of bio-mass available in quarterly basis

c) Bidder should have executed at-least one contract including scope of supply including transportation / logistics responsibility. New supplier having no past experience of logistics 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 scope such as designed, engineered, procured, constructed, installed) and that the plant is operational during twelve (12) months period prior to the Bid Due-Date.

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 pellets as mentioned below:

Price Variation

Bidder shall quote proposed Biomass pricing on basis of "INR/1000kcal" (GCV on ARB Basis) including Biomass cost, applicable taxes/duties/cess GST etc.

Actual payment shall be made based on Basic Biomass Price "INR/MT" (Considering GCV) calculated based on the actual quantity of Biomass received at Unloading Point and Unloading Point GCV as measured in line with the specified provision. There shall be deduction in Basic Biomass Price/ Invoice value as per applicable LD clauses defined in bid document .

Bidder shall in his quote give clear break-up of the Basic Price of Biomass, GST and all other taxes, duties, cess etc. as applicable and also indicated the total landed cost of Biomass including all taxes and freight etc. Any taxes, duties, cess etc. not mentioned in the bid shall be deemed to be included in the basic price of Biomass.

Non-torrefied Biomass

Price Variation for Quoted GCV

Based on the Base material and Mixing material as per technical specification, Bidder is required to quote GCV value of biomass in Kcal/Kg for non- torrefied pellet within the range as mentioned below

Minimum Limit- 3000 Kcal/Kg

Supplier shall supply the agro residue based non torrefied biomass pellets of GCV not less than 2800 kcal/kg. Price shall be adjusted for GCV variation of supplied material as below:

For GCV (ARB) >= 3000 Kcal/Kg [For GCV more than or equal to 3000 Kcal/Kg]

Upward pro-rata price adjustment shall be done for GCV variation of supplied material as per following formula: -

$$\text{Adjusted FOR price} = \frac{[\text{Quoted FOR price} \times \text{Actual GCV (ARB)}]}{\text{Quoted GCV (ARB)}}$$

Note: FOR (Freight on Road shall be referred as FOR) Price: FOR Destination Price

The downward GCV variation from Minimum limit, pro-rata price adjustment shall be done for GCV variation of supplied material as per following formula:

For GCV 3000 Kcal/Kg > GCV >= 2800 Kcal/Kg [For GCV less than 3000 Kcal/Kg AND more than or equal to 2800 Kcal/Kg]

$$\text{Adjusted FOR price} = 0.75 \times \frac{[\text{Quoted FOR price} \times \text{Actual GCV (ARB)}]}{\text{Quoted GCV (ARB)}}$$

In case of GCV (ARB) is less than 2800kcal/Kg, No payment shall be made for already delivered and consumed material of GCV less than 2800 Kcal/kg. This shall be payable at min payment like INR 1/-

Note: In case, supplier is found to frequently supply the material of GCV less than 3000 Kcal/Kg or found to take deviations in other technical parameters, warning letter shall be



issued to supplier.

However, if material is supplied below 3000 Kcal/Kg in more than 3 (Three) instances during the contract even after issuing warning letter then Contract shall be liable for cancellation. Material supplied of GCV less than 2800 Kcal/Kg is liable for rejection and no payment shall be made for already delivered and consumed. However the payment of rejection pellet may be made as per NTPC.

Weight Correction for Quoted Moisture

If consignment of biomass pellets does not meet the guaranteed parameter for moisture (ARB) but is within the acceptance limit as given in Table above, the consignment shall be accepted but with pro rata quantity adjustment (weight correction) as calculated using following formula:

Weight correction factor on account of moisture (M):

$$M = \frac{\{100 + X - \% \text{ Moisture (ARB)}\}}{100}$$

Where X is the lower moisture percentage limit as per specification = 9%.

Weight correction on account of moisture (ARB) shall be done only if it lies in range of $9\% < \text{Moisture (ARB)} \leq 14\%$.

For moisture (ARB) less than or equal to 9%, no weight correction shall be done.

For moisture (ARB) more than 14%, the consignment of biomass pellets shall be rejected.

Rejected biomass pallets shall be managed by the developer even at the NTPC location.

Quantity Adjustment for Ash

If consignment of biomass pellets does not meet the guaranteed parameter for moisture (ARB) but is within the acceptance limit as given in Table above, the consignment

shall be accepted but with pro rata quantity adjustment (weight correction) as calculated using following formula:

Weight correction factor on account of ash (A):

$$A = \frac{\{100 + Y - \% \text{ Ash content (ARB)}\}}{100}$$

Where Y is the Ash percentage as per specification (Not more than 20%.)



Weight correction on account of ash content will be done only when ash content (ARB) of biomass pellets is more than 20%. For ash content (ARB) less than or equal to 20%, no weight correction shall be done.

Corrected Weight of the Consignment

If W is the weight of consignment supplied, then final corrected weight on account of both moisture and ash corrections shall be calculated as below:

$$W_{corrected} = W \times M \times A$$

Where,

M= Weight correction factor on account of moisture (M)

A = Weight correction factor on account of ash (A)

The corrected weight ($W_{corrected}$) of the consignment and adjusted price for GCV of the biomass pellets as worked out above shall be considered for the payment to be made to the supplier.



- 4.1.9 The bidder shall confirm the recovery of account of excess fines in the consignment as mentioned below:

Recovery on Account of Excess Fines in Consignment

Biomass dust, crushed/ broken/ damaged pellets of length less than 3 mm in consignment as received at owner's power plant shall be treated as fines and there shall be recovery on account of excess fines (ARB) if it is beyond 5%. The recovery on account of excess fines shall be worked out as per the following formula:

$$\text{Recovery} = \frac{1}{4} \times (\text{adjusted price of biomass pellets}) \times W_{\text{corrected}} \times \text{Excess weight \% of fines}$$

This amount shall be recovered from the payment of that consignment.

- 4.1.10 The bidder confirms the rejection of the consignment as mentioned below:

Rejection of Consignment

The consignment of biomass pellets arrived at project site shall adhere to the technical specification. The Biomass Pellet's rejection criteria shall be as per the following **Table - 2**. Moisture shall be tested at Owner's Lab at Project site before unloading. Other parameters shall be furnished by the supplier before unloading of the material at Owner's Project location and shall also be tested by Owner at their Lab.



Table: 2

| Technical data | Unit | Rejection Level |
|-----------------------------|----------|-----------------|
| Moisture | Weight % | >14% |
| Ash | Weight % | >20% |
| GCV (Torrefied Pellets) | Kcal/kg | < 3400 ** |
| GCV (Non-Torrefied Pellets) | Kcal/Kg | < 2800* |
| HGI | - | <48 |
| Chlorine | Weight % | >0.5 |
| Sulphur | Weight % | > = 0.25 |

** Material supplied of GCV less than 3400 Kcal/Kg is liable for rejection and no payment shall be made for already delivered and consumed.

* Material supplied of GCV less than 2800 Kcal/Kg is liable for rejection and no payment shall be made for already delivered and consumed.

4.1.11 The bidder shall confirm the testing standards and methods as mentioned below:

Testing standards/ method

Biomass pellets sample shall be tested in the Project site lab as per following equivalent standard given in the **Table no - 3** below.

Table: 3

| Serial No | Technical data | Testing Standard/Method |
|-----------|-----------------------------|---|
| 1 | Diameter | ISO 17829 or equivalent method may be referred. Note: ISO 17829 refers for the Solid Biofuels —For the determination of length and diameter of pellets |
| 2 | Fines % (< 3 mm) (ARB) | ISO 18846 or equivalent method may be referred. Note: ISO 18846:2016 specifies a method for determining the amount of material passing through a sieve with 3,15 mm diameter round hole. |
| 3 | Gross Calorific Value (ARB) | IS 1350 or equivalent method may be referred. Note: Indian Standard methods of test for coal and coke |
| 4 | Moisture (ARB) | IS 1350 or equivalent method may be referred/ Handheld moisture meter may also be used. |

4.1.12 The bidder shall confirm the following sampling methodology, tests for moisture measurement and effective GCV Testing of the pellets
For testing of GCV and other technical parameters
Do the conning and quartering of the rest of the sample, till the sample quantity is reduced to 4-5 Kg as explained below:

Example

Suppose one collects 30 Kg sample from One truck and total no of trucks received in a day from a particular vendor is 'N' then the total pellet sample collected will be around '30N' Kg. 'N' can be 1,2,3 ...or so on.
Prepare a cone (heap) of '30N' Kg and divide the cone from top to bottom and remove the half portion (left or right). Further, prepare the cone for remaining '15N' Kg of pellet and divide the heap and remove the pellet of side opposite to the side of previous removal. Now, the balance available qty of pellet is '7.5N' Kg and continue this process till the pellet sample is reduced to '4-5' Kg. The final laboratory sample shall be distributed as mentioned in this document for determination of GCV and other technical parameters.



Sampling methodology

The biomass sample should be representative sample, means it should have pellets of all sizes (small, medium, large) etc. The collected sample should represent the truck/consignment. For the purpose of rejection test before clearance for unloading, each truck/consignment shall be tested for moisture by Owner.

For testing of GCV and other technical parameters, single composite sample shall be prepared for all the consignments received in a day from a particular vendor. For avoidance of doubt, in case supply is from multiple vendors in a day, vendor-wise sample shall be prepared for all the consignment received in a day.

The sample quantity of approximately 30 Kg is to be collected from each truck/consignment from 4-5 randomly selected spots on the truck top after removing biomass pellet layer of approximately 25-30 cm depth from the top. Approximately 5-6 kg of sample is to be collected from each spot.

Five spots shall be selected for sampling of biomass pallet shall be decided by the owner depending upon the biomass pattern. Spot selection is not in vendor's scope.

For testing of moisture for rejection test for unloading clearance

For purpose of rejection test before unloading, samples shall be tested for moisture by Owner.

After collection of samples from the truck as stated above, thoroughly mix the pellet samples and collect approximately 1 Kg of representative sample for carrying out rejection test, as per Table no – 2 of rejection of Consignment.

If test result of sample collected from a truck/consignment meets technical parameter criterion for moisture, then truck will be allowed for unloading, otherwise truck (Consignment) will be rejected if test result meets the rejection criterion as given in the rejection criteria section of this document and it shall be the supplier's responsibility to carry it back on his own cost.

4.1.13 The bidder shall confirm the following sampling and analysis of the pellets received by the thermal power plants:

Sampling and analysis at receiving end (Thermal Plant site)

Sampling shall be done by Owner preferably in the presence of representative of the pellet supplier. The samples shall be collected and prepared as per Sampling methodology.

The authorized representatives of Owner and pellet supplier shall jointly witness the process of sample collection and preparation of the laboratory samples. The representatives shall put their signature on the sample tags in evidence of the process of sampling. Both- consumer (Owner) and pellet supplier - shall also sign on the samples register maintained by the Owner at the unloading end.

For recovery on account of excess fines, Owner shall arrange for analysis of fines at Owner site and fines proportion of biomass pellets shall be analysed at the receiving end. If fines percentage exceeds more than 5%, proportionate recovery shall be done for excess fine.

The final laboratory sample shall be divided into 3 (three) parts.



- Part 1: This Part of the sample is for analysis of GCV and other technical parameters by Owner lab at site.

- Part 2: This Part of the sample is to be handed over to the pellet supplier for its own analysis.

- Part 3: This Part of the sample, called Referee sample, shall be sealed jointly, and shall be kept with Owner under proper lock and key arrangement.

The Reference sample shall be preserved for a period of 15 days from the date of sample collection. Mere absence of or failure of participation by any representative of pellet supplier shall not be a ground to negate the sampling process undertaken. Owner shall communicate the Analysis Results of the sample within 7 Working-days of the sample collection to the pellet supplier. The pellet supplier may raise dispute, if any, within 07 (seven) days of the submission of the result by Owner.

In case of dispute is raised within the stipulated time, the Reference sample shall be analyzed in a NABL accredited laboratory as notified by OWNER time to time, expense of which shall be borne equally by both OWNER and pellet supplier. Expense borne on supplier part shall be adjusted against payment to the supplier. NABL accredited laboratory report of referee sample shall be final and binding on both the parties. Dispute raised beyond the stipulated time shall not be entertained.

To ascertain rejection parameter, OWNER test shall be sufficient and binding. Third party testing shall not be applicable for rejection of consignment.

4.1.14 Deliver the pellets of specific calorific value as prescribed by the power thermal plants on regular basis as per the given Schedule of MAHAPREIT and tagging of consignment as follows:

Tagging of Consignment

Each consignment should be accompanied by general details (such as name of company/firm/agency, address, date of dispatch, batch number, vehicle type and number, weight of consignment etc.) as instructed by MAHAPREIT.

4.1.15 Assistance to MAHAPREIT in meeting the pellets supplies as per the thermal power plant's schedule through timely deliveries at the pre-decided thermal power stations.

4.2 Additional Services:

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

As stated in BID DOCUMENT , 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. Pellets Purchase Agreement
4. Raw materials supply agreement (bio-mass residue)



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 pellet supplier for the MAHAPREIT and its thermal power plant clients.
- The selected bidder shall be expected to coordinate with MAHAPREIT personnel, Transaction Advisor and Project Management Consultants in setting up the pellet plant **within 6 months of the zero date.** (Date of signing Project development agreement is the zero date)
- As per CEA Regulations, it is understood that the pellets quality should be acceptable for the thermal power stations in India. The pellets plant developer should be able to monitor the quality of its pellets and inform the Authority on regular basis on the quality of pellets in prescribed format by thermal plants on time to time basis.



SECTION – V

BID EVALUATION CRIETERIA



BID EVALUATION CRITERIA

5.1 TECHNICAL QUALIFICATION: (FOR 100TPD PLANT)

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 bio-mass supply work of value not less than Rs.5.00 Lakhs as prime contractor to the Bio-mass based pellets Plants or FPO's or agri-business. New entities with tie-up with FPOs may not need to have this criteria.
- b) The bidder should have Collected or has farmers, farmers network, FPO, mother FPO, with more than 1000 farmers with capacity 30,000 TPA biomass for commissioning of 100 TPD of pellets plants. This capacity to supply biomass should ensure 330 days of full capacity utilization of 100 TPD bio-mass based Pellets manufacturing plants. The mother FPO Should mention no. of daughter FPO's names and no. of farmers including acreage and amount of bio-mass available in quarterly basis
- c) Bidder should have executed at-least one contract including scope of supply including transportation / logistics responsibility. New supplier having no experience of logistics 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 scope such as designed, engineered, procured, constructed, installed) and that the plant is operational during twelve (12) months period prior to the Bid Due-Date.
- 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

5.2 FINANCIAL QUALIFICATION:

Bidder should confirm the financial requirements as mentioned below:

- a) The bidder should Bidder should have Average annual turn over of last three financial years, an Average Annual Turn Over of not less than INR 10 lakh. New firm for setting up the pellets plant need to financial strength through Rs 2 crores equity commitment letter.
- b) Bidder should confirm the adequacy of working capital for INR 80 lakh 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: Technical Criteria: The technical criteria beyond preliminary technical specifications could be measured as mentioned in table below based on following criteria:

1. Vendor registration code of any thermal power plant in category of Pellet supply
2. Promoter Profile
3. Profiles of the Staff of the firm
4. Financing capacity
5. Biomass residue experience and capability
6. Profile of the firm

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

5.3.2 Financial Criteria: The bidder/ developer will have to bid for the landed price of pellets in Rs.____/kg which will be reflected through Rs.____/1000kcal of GCV of pellets.

The evaluation of the price bid shall be done on the basis of net rate basis which shall be calculated as below :

Net rate (in Rs/1000Kcal)=Landed cost of pellet *(Rs/MT)/ offered GCV (Kcal/Kg)

Landed Cost (Rs/MT) = FOR destination Price (Rs/MT) + GST

The bidder having lowest derived net rate Rs./1000 Kcal) shall be considered as L1 bidder subjected to clause 3.14 & 3.25 of bid document.

The quotation shall be given in the range of Rs.5.5/kg to 6.3/kg. Those eligible bidders fulfilling criteria as mentioned above and which will secure 50% marks in Technical Evaluation as per **ANNEXURE – I** would be Technically Qualified Bidders and Price Bid will be opened in respect of those only.

- a) The MAHAPREIT is in business of energy and renewable energy, hence the bidder should have vendor-ship with the thermal power plants in Maharashtra.
- b) Bidders Firms need to mention for the project capital cost and working capital requirement in financial bid as well as cost of pellets in Rupees per 1000kcal of calorific value of pellets (**finally in Rs. Per kg of pellets**) the supply of pellets to the MAHAPREIT on Contractual Basis.
- c) The Bidder Firm should provide the firm profile, promoter profile as well as CVs of its staff with pellet manufacturing experience in the state of



Maharashtra .

- d) 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.

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. | PARTICULARS | DETAILS (Supporting Documents where applicable are required to be uploaded) |
|---------|---|---|
| 1 | Vendor ship of a thermal plant Marking system | Letter of appointment as vendor by the thermal plant or vendor code or work order from any thermal power plant |
| 2 | Promoter Profile Work experience of promoters/ directors In pellets or biomass business in number of years | CVs of the promoters highlighting their work in biomass residue or biomass pellets Appointment letters by such FPOs/ FPCs/ pellets or briquesttes companies |
| 3 | Staff profile Work experience of key staff members in pellets/ briquettes or biomass residue collection or supply business in number of years | CVs Staff provide CVs with photos. Experience certificates issued to the staff members by such FPOs/ FPCs/ pellets or briquettes companies |
| 4 | Financing Capacity of the firm for bringing in Equity/ Debt/ Working capital loan by promoters/ group entities Network of promoters Network of group entities | CA issued network certificates of individuals as well as group entities Commitment letters of group entities for the financing of projects through equity Bank in principle sanction letters for term loan as well as working capital loans |
| -5 | Biomass residue capacity Amount of biomass that could be collected by the bidder through farmers/ FPOs/ Cooperatives and other entities | Crop-wise Acreage and tons of residue available in area FPO letters certifying the capacity of the bidder in residue collection and processing |
| 6 | Profile of firm Network of farmers in the area network of FPOs/ crop wise acreage of biomass, crop-wise number of farmers | Letters certifying the availability of biomass from FPOs/ Coop and pellet firms |



5.4.1 The above technical proposal should also include:

5.4.1.1 Proposed Overall In charge for the bidder/ developer (Partner):

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

5.4.1.2 Proposed Completion time / commissioning date from zero date for setting up pellets 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 In case of successful bidder 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 Professional Service Provider Firms, who will secure 50 % marks and above as **per ANNEXURE I** would be technically qualified Bidders.

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

5.4.1.7 Only technically qualified Proposals shall be considered for financial bid Opening.

5.4.1.8 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 MORE THAN 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, Each bidder shall quote their landed price (Rs/MT), GCV (Kcal/Kg). **Bidder having lowest derived Rs/1000 Kcal price shall be considered L1 Lowest Eligible Bidder (L1) subjected to clause 3.14 & 3.25 of bid document. Eligible will be selected for award of the**



work order and signing of the agreements. Subsequent to bid opening, other bidders (L2, L3, L4 etc.) will be given a chance to vary their Landed price so as to match the L1 price (Rs/1000Kcal). The opportunity to match the L1 price shall be provided sequentially to L2, L3, L4 and so on. In case, a bidder refuses to match the L1 price, their bid shall be rejected, and opportunity shall be given to next bidder.

The L1 Bidder will be selected for both torrefied and non-torrefied categories each. MAHAPREIT reserve the right to award the contract in any category. 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 CMD 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 Criteria.

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.

5.7 TECHNICAL PROPOSAL EVALUATION CRITERIA

| Sr. No. | Particulars of Indicator Criteria for Evaluation | Maximum Eligible Marks for Evaluation |
|---------|--|---------------------------------------|
| 1. | Overall Profile of the Firm 5 Marks for pellets/ biomass supply experience Maharashtra for at least 1year and 10 Marks for Profile of firm, biomass residue collection of more than 30000TPA. 10 Marks for networth and capacity to fund Rs.4-8crore for the project | 25 |
| 2 | Amount of biomass handled in the past Higher marks to be awarded for significant experience of the Bidder in pellets/ biomass setups 10 Marks for 30000TPA Bidder with more experience of bio mass handle amount shall be 1 mark for each additional 2000 TPA maximum 15 marks will be given | 25 |
| 3 | Capacity to finance and set up the project 5 Marks for previous loan - working capital arrangement 10 Maximum for having ready equity funding of Rs.3crore and Rs.7crore in term loan and working capital loan respectively | 15 |
| 4 | Promoter Profile 2 Marks for each qualified and experienced key personnel assigned (based on the Curriculum Vitae of the Team leaders, Subject Matter Experts for different facets). maximum 10 marks will be given | 10 |
| 5 | Experience biomass and pellets Employees 2 marks to be awarded for each technical team member and 2 mark for full time employee. (As per the appointment letter of the firm). maximum 10 marks will be given | 10 |
| 6 | Vendorship of the thermal plant for pallet supply 10 Marks for vendorship of 1 thermal plant and additional 5 Marks for more thermal plants | 15 |
| | TOTAL | 100 |

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 as given in bid documents.



SECTION – VI

ANNEXURES



6.0 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 | Format for Submission of Technical Bids for short-listing of Developers for providing the Professional Services to MAHAPREIT (Annexure 1) | 1 | Mandatory | |
| 2 | Undertaking (Annexure 2) | 2 | Mandatory | |
| 3 | PROFORMA FOR COMMERCIAL / PRICE-BID(Annexure 3) | 3 | Online only | |
| 4 | PROFORMA FOR COMMERCIAL / PRICE-BID(Annexure 4) | 4 | Online only | |
| 5 | Format of Covering Letter (On Letter head of firm) (Annexure 5) | 5 | Mandatory | |
| 6 | GENERAL, FINANCIAL & COMMERCIALPARTICULARS (Annexure 6) | 6 | Mandatory | |
| 7 | DIVISION OF RESPONSIBILITY (Annexure 7) | 7 | If applicable | |
| 8 | POWER OF ATTORNEY (Annexure 8) | 8 | If applicable | |
| 9 | Memorandum of Agreement in case of Consortium (Annexure 9) | 9 | If applicable | |
| 10 | PROFORMA FOR AUTHORISATION OF INDIAN REPRESENTATIVE (Annexure 10) | 10 | If applicable | |



| | | | | |
|----|--|----|-----------|--|
| 11 | Draft- Transaction Advisory Agreement with successful developer (Annexure 11) | 11 | Mandatory | |
| 12 | Technical specification for Biomass pellets (non-torrefied/ torrefied). ANNEXURE - 12 | 12 | Mandatory | |

ANNEXURE – I

Format for Submission of Technical Bids for short-listing of Developers for providing the Professional Services to MAHAPREIT

| Sr. No. | Particulars of Indicator Criteria for Evaluation | Relevant Documents |
|---------|--|---------------------------|
| 1. | Overall Profile of the Firm Pellets/ biomass supply experience Maharashtra for at least 1year and Profile of firm, biomass residue collection of more than 30000TPA. for network and capacity to fund Rs.4-8crore for the project | Attach relevant documents |
| 2 | Amount of biomass handled in the past for significant experience of the Bidder in pellets/ biomass setups 30000TPA above 50000TPA 60000TPA and above. | Attach relevant documents |
| 3 | Capacity to finance and set up the project for previous loan - working capital arrangement for having ready equity funding of Rs.3crore and Rs.7crore in term loan and working capital loan | Attach relevant documents |
| 4 | Promoter Profile The qualified and experienced key personnel assigned (based on the Curriculum Vitae of the Team leaders, Subject Matter Experts for different facets). | Attach relevant documents |
| 5 | Experience biomass and pellets Employees The technical team member and full time employee. (As per the appointment letter of the firm). | Attach relevant documents |
| 6 | Vendorship of the thermal plant for vendorship of 1 thermal plant and additional vendorship for more thermal plants. | Attach relevant documents |



Strike off what is inapplicable

| | |
|------------------|-----------------------|
| Seal of the Firm | Signature Name |
|------------------|-----------------------|



ANNEXURE - II

UNDERTAKING

(On Company Letter head)

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 there under;
- 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 partners are 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 Firm | Signature |
| | Name |
| | DesignationSignatory of Authorized |



ANNEXURE - III

PROFORMA FOR COMMERCIAL / PRICE-BID

(On the Letterhead of Firm/Proprietorship/Individual)

PROFORMA FOR COMMERCIAL/PRICE BID for Appointment of developers for setting up of 16 pellet plants of 100TPD capacity each around Nagpur and Solapur districts of MAHARASHTRA. The selected bidders/ developers to supply the pellets as per CEA norms to MAHAPREIT over a period of 15 years on Contractual Basis.

AREA , (NAGPUR / SOLAPUR) PLEASE SPECIFY THE AREA,.....

| Sr. No. | Particulars | Rate quoted including transport, loading, unloading & transit insurance etc. (Rs) | GCV Kcal/kg ARB |
|----------------|--|--|------------------------|
| 1 | Supply price of biomass pellets for torrefied) * | Rs.____/MT of pellets | Kcal/Kg of pellets |

1. Prices are inclusive all other taxes and exclusive of GST as per applicable rate

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 - IV

PROFORMA FOR COMMERCIAL / PRICE-BID

(On the Letterhead of Firm/Proprietorship/Individual)

PROFORMA FOR COMMERCIAL/PRICE BID for Appointment of developers for setting up of 16 pellet plants of 100TPD capacity each around Nagpur and Solapur districts of MAHARASHTRA. The selected bidders/ developers to supply the pellets as per CEA norms to MAHAPREIT over a period of 15 years on Contractual Basis.

AREA , (NAGPUR / SOLAPUR) PLEASE SPECIFY THE AREA,.....

| Sr. No. | Particulars | Rate quoted including transport, loading, unloading & transit insurance etc. (Rs) | GCV Kcal/kg ARB |
|----------------|--|--|------------------------|
| 1 | Supply price of biomass pellets for non-torrefied) * | Rs.____/MT of pellets | Kcal/Kg of pellets |

1. Prices are inclusive all other taxes and exclusive of GST as per applicable rate

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 firm)

Date:.....

The Managing Director,

MAHAPREIT Ltd.

B-501 PINNACLE CORPORATE

PARK, NEXT TO TRADE CENTER,

BKC(EAST) MUMBAI 400051

SUB- E-RFP for Professional Services in Respect of Appointment of Experienced Developer
for Supply of Pellets to thermal power plants 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 6:
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
19-20 , 20-21 & 21-22
 - b. Income tax clearance certificate
for past three years. :
 - c. Service tax certificate
 - d. Turnover & Net worth certificate for year :
FY 19-20 , 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:..... (Signature of the Authorized Representative of Bidder)

Place:..... Name

Designation

Seal of Company.....



ANNEXURE 7
DIVISION OF RESPONSIBILITY
(To be submitted on Letter Head of the Bidder)

| Sl.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 8 POWER OF ATTORNEY

(to be provided by the bidding company/ lead member in favor 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
MPBCDC LTD/MAHAPREIT vide Bid Specification No -----for selection of
the Bid Advisory Services firm.

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 9

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 to MAHAPREIT for Selection of developers for financing and supplying biomass pellets to thermal power plants in Nagpur and Solapur Districts of Maharashtra by setting up 10 plants of 100 TPD in around Nagpur District and 6 plants of 100 TPD around Solapur District for 15 years Selection of developers for financing and supplying biomass pellets to thermal power plants in Nagpur and Solapur Districts of Maharashtra by setting up 10 plants of 100 TPD in around Nagpur District and 6 plants of 100 TPD around Solapur District for 15 years on 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 10:
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 biomass pellets to thermal power plants in Nagpur and Solapur Districts of Maharashtra by setting up 10 plants of 100 TPD in around Nagpur District and 6 plants of 100 TPD around Solapur District for 15 years Selection of developers for financing and supplying biomass pellets to thermal power plants in Nagpur and Solapur Districts of Maharashtra by setting up 10 plants of 100 TPD in around Nagpur District and 6 plants of 100 TPD around Solapur District for 15 years on 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 - 11

Draft- Transaction Advisory Agreement with successful developer

(On INR 500 Stamp paper)

TRANSACTION AND ADVISORY FEE AGREEMENT

(This Draft agreement to be signed on mutual consent with Successful bidder and Transaction Advisor)

This Transaction Advisory Agreement (this "Agreement") is dated as on _____ and is between bidder (developer)_____has been qualified as developer of pellets project for the (sponsor) Mahatma Phule Renewable Energy Infrastructure Technology Ltd (MAHAPREIT) on first part and Varhad Capital Pvt Ltd (VCAP) on second part as Transaction Advisor for the transaction between MAHAPREIT and the developer.

BACKGROUND

1. MAHAPREIT is the sponsor of the project and M/S _____ has been selected as the developer for installing the pellets project of 100tpd through the bidding process conducted on _____ and they have proposed to sign the Project Development Agreement on _____. VCAP has acted as the transaction advisor (TA) for closing this transaction.

2. MAHAPREIT has agreed to sign its project pellets supply agreement (off-take agreement) with the developer so that the developer is able to get the project financed through the bank credit.

3. The developer is also going to sign the raw materials supply agreement with Farmer Producer Organisations, farmers or Engineering Procurement Commissioning (EPC) Developer. This will ensure the proposed pellets plant runs for the 300 days a year with better capacity utilisation.

4. VCAP has the expertise in the areas of finance, strategy, investment, acquisitions and other transaction advisory services providing end to end services. Here VCAP is helping the sponsor MAHAPREIT in getting the transactions closed with the developers of the pellets plants. VCAP has facilitated the bidding process for MAHAPREIT and helped in closing the transactions through setting the dais for signing of the following agreements;

1. raw materials purchase agreement,
2. project development agreement,
3. pellets purchase agreement and
4. escrow account Agreement

VCAP has also provided advice and negotiation assistance with developer and sponsor (relevant parties) in connection with the closing of the Transactions as contemplated by the bidding process initiated by MAHAPREIT. The other Advisors also have expertise in the areas of finance, strategy, investment, acquisitions and other matters relating to the waste to energy and MAHAPREIT's other business segments.



5. The developer desires to avail itself, for the term of this Agreement, Transaction Advisors' (VCAP) expertise in providing financial and structural analysis, due diligence investigations, corporate strategy, other advice and negotiation assistance, which the developer believes will be beneficial to it, and the Transaction Advisor desires to provide the services to the Developer as set forth in this Agreement in consideration of the payment of the fees as decided mutually by Successful bidder and TA .

6. The rendering by the Transaction Advisors of the services described in this Agreement has been made and will be made on the basis that the Developer will pay, or cause to be paid, the fees described below.

In consideration of the premises and agreements contained herein and of other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

SECTION 1. Transaction Advisory Fees. In consideration of VCAP undertaking the qualification process for the Developer for closing the transactions and assisting in signing all relevant agreements as mentioned in point 3. with the project sponsor MAHAPREIT. The Developer agrees to pay VCAP:

- Maximum up to 2% as mutually decided by Successful bidder and Transaction Advisor. (TA) (Mutual Consent.)

SECTION 2. Appointment. The Developer hereby engages the Transaction Advisor (VCAP) to render the Services (as defined in Section 3(a), below) on the terms and subject to the conditions of this Agreement.

SECTION 3. Services.

(a) The Transaction Advisor agrees that until the Termination Date (as defined below) or the earlier termination of its obligations under this Section 3(a) pursuant to Section 4(f) hereof, it will render to the Developer, by and through itself and its affiliates and such of their respective officers, employees, representatives, agents and third parties as such VCAP in its sole discretion may designate from time to time ("Affiliates"), bidding process advisory services in relation to the Developer, including, without limitation,

(i) advice regarding the structuring bidding process and its qualification as a Developer of the pellets projects under the sponsor MAHAPREIT

(ii) advice the Developer in signing all 4 agreements with the sponsor MAHAPREIT for closing the transaction as a successful bidder to be announced as the developer of the pellets manufacturing plant.

(b) It is expressly agreed that the Services to be rendered hereunder will not include investment banking or other financial advisory services which may be provided by VCAP or any of its Affiliates to the Developer, or any of its affiliates, in connection with any specific acquisition, divestiture, disposition, merger, consolidation, restructuring, refinancing, recapitalization, issuance of private or public debt or equity securities (including, without limitation, an initial public offering of equity



securities), financing or similar transaction by the Developer or any of its subsidiaries. VCAP may be entitled to receive additional compensation for providing services of the type specified in the preceding sentence by mutual agreement of the Developer. VCAP and Developer will sign a separate agreement for the above mentioned services and the Transaction Advisory agreement will not be the part of such additional agreement.

SECTION 4. Indemnification.

The Developer will indemnify and hold harmless the Transaction Advisor (VCAP), their Affiliates and their respective partners (both general and limited), members (both managing and otherwise), officers, directors, employees, agents and representatives (each such person being an “Indemnified Party”) from and against any and all actions, suits, investigations, losses, claims, damages and liabilities, including in connection with seeking indemnification, whether joint or several (the “Liabilities”), related to, arising out of or in connection with the Bidding Process Services or other services contemplated by this Agreement or the engagement of the Advisors pursuant to, and the performance by the Advisors of the Services or other services contemplated by, this Agreement, whether or not pending or threatened, whether or not an Indemnified Party is a party, whether or not resulting in any liability and whether or not such action, claim, suit, investigation or proceeding is initiated or brought by the Developer. The Developer will reimburse any Indemnified Party for all reasonable costs and expenses (including reasonable lawyers’ fees and expenses and any other litigation-related expenses) as they are incurred in connection with investigating, preparing, pursuing, defending or assisting in the defence of any action, claim, suit, investigation or proceeding for which the Indemnified Party would be entitled to indemnification under the terms of the previous sentence, or any action or proceeding arising therefrom, whether or not such Indemnified Party is a party thereto. The Developer agrees that it will not, without the prior written consent of the Indemnified Party, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding relating to the matters contemplated hereby (if any Indemnified Party is a party thereto or has been threatened to be made a party thereto) unless such settlement, compromise or consent includes an unconditional release of the Indemnified Party from all liability, without future obligation or prohibition on the part of the Indemnified Party, arising or that may arise out of such claim, action or proceeding, and does not contain an admission of guilt or liability on the part of the Indemnified Party. The Developer will not be liable under the foregoing indemnification provision with respect to any particular loss, claim, damage, liability, cost or expense of an Indemnified Party that is determined by a court, in a final judgment from which no further appeal may be taken, to have resulted solely from the gross negligence or willful misconduct of such Indemnified Party. The lawyers’ fees and other expenses of an Indemnified Party shall be paid by the Developer as they are incurred upon receipt, in each case, of an undertaking by or on behalf of the Indemnified Party to repay such amounts if it is finally judicially determined that the Liabilities in question resulted solely from the gross negligence or willful misconduct of such Indemnified Party.

The rights of an Indemnified Party to indemnification hereunder will be in addition to any other rights and remedies any such person may have under any other agreement or instrument to which each Indemnified Party is or becomes a party or is or otherwise becomes a beneficiary or under any law or regulation.

SECTION 6. Accuracy of Information. The Developer shall furnish or cause to be furnished to the Advisors such information as an Advisor believes reasonably appropriate to rendering the Services and other services contemplated by this Agreement and to comply with the laws of India or other legal requirements relating to the beneficial ownership. The Developer recognizes and confirms that the



Transaction Advisors (a) will use and rely primarily on the Information and on information available from generally recognized public sources in performing the Services and other services contemplated by this Agreement without having independently verified the same, (b) do not assume responsibility for the accuracy or completeness of the Information and such other information and (c) are entitled to rely upon the Information without independent verification.

Section 7. Term. This Agreement will become effective as of the MAHAPREIT's bidding process starts for the selection of developers and will end when MAHAPREIT selects all the Developers for setting up such projects. The closing date will be the date when MAHAPREIT signs all 4 agreements with the Developer.

SECTION 8. Disclaimer, Opportunities, Release and Limitation of Liability.

(a) Disclaimer; Standard of Care. The Transaction Advisors make no representations or warranties, express or implied, in respect of the Services to be provided by them hereunder. In no event shall the Advisors be liable to the Developer or any of its Affiliates for any act, alleged act, omission or alleged omission that does not constitute gross negligence or willful misconduct of the Advisors as determined by a final, non-appealable determination of a court of competent jurisdiction.

(b) Freedom to Pursue Opportunities. In recognition that the Transaction Advisors and their Affiliates currently have, and will in the future have or will consider acquiring, investments in numerous companies with respect to which the Advisors or their Affiliates may serve as an advisor, a director or in some other capacity, in recognition that the Advisors and their Affiliates have myriad duties to various investors and partners, in anticipation that the Developer, on the one hand, and the Advisors (or one or more Affiliates, associated investment funds or portfolio companies), on the other hand, may engage in the same or similar activities or lines of business and have an interest in the same areas of corporate opportunities, in recognition of the benefits to be derived by the Developer hereunder, and in recognition of the difficulties which may confront any advisor who desires and endeavors fully to satisfy such advisor's duties in determining the full scope of such duties in any particular situation, the provisions of this Section 9(b) are set forth to regulate, define and guide the conduct of certain affairs of the Developer as they may involve the Advisors. Except as the Advisors may otherwise agree in writing after the date hereof:

(i) The Advisors and their Affiliates shall have the right: (A) to directly or indirectly engage in any business (including, without limitation, any business activities or lines of business that are the same as or similar to those pursued by, or competitive with, the Developer and its subsidiaries); (B) to directly or indirectly do business with any client or customer of the Developer and its subsidiaries; (C) to take any other action that the Advisor believes in good faith is necessary to or appropriate to fulfill its obligations as described in the first sentence of this Section 9(b); and (D) not to present potential transactions, matters or business opportunities to the Developer or any of its subsidiaries, and to pursue, directly or indirectly, any such opportunity for themselves, and to direct any such opportunity to another person.

(ii) The Advisors and their Affiliates shall have no duty (contractual or otherwise) to communicate or present any corporate opportunities to the Developer or any of its affiliates or to refrain from any actions specified in Section 9(b)(i) hereof, and the Developer, on its own behalf and on behalf of its affiliates, hereby irrevocably waives any right to require the Advisors or any of its Affiliates to act in a manner inconsistent with the provisions of this Section 9(b).



(iii) Neither the Advisors nor any of their Affiliates shall be liable to the Developer or any of its affiliates for breach of any duty (contractual or otherwise) by reason of any activities or omissions of the types referred to in this Section 9(b) or of any such person's participation therein.

(c) Release. The Developer hereby irrevocably and unconditionally releases and forever discharges the Advisors and their Affiliates and their respective partners (both general and limited), members (both managing and otherwise), officers, directors, employees, agents and representatives from any and all liabilities, claims and causes of action in connection with the Services or other services contemplated by this Agreement or the engagement of the Advisors pursuant to, and the performance by the Advisors of the Services or other services contemplated by, this Agreement that the Developer may have, or may claim to have, on or after the date hereof, except with respect to any act or omission that constitutes gross negligence or willful misconduct as determined by a final, non-appealable determination of a court of competent jurisdiction.

(d) Limitation of Liability. In no event will the Advisors or any of their Affiliates be liable to the Developer or any of its affiliates for any indirect, special, incidental or consequential damages, including, without limitation, lost profits or savings, whether or not such damages are foreseeable, or for any third-party claims (whether based in contract, tort or otherwise), relating to, in connection with or arising out of this Agreement, including, without limitation, the services to be provided by the Advisors or any of their Affiliates hereunder, or for any act or omission that does not constitute gross negligence or willful misconduct as determined by a final, non-appealable determination of a court of competent jurisdiction or in excess of the fees actually received by the Advisors hereunder.

SECTION 9. Miscellaneous.

(a) No amendment or waiver of any provision of this Agreement, or consent to any departure by any party hereto from any such provision, will be effective unless it is in writing and signed by each of the parties hereto. Any amendment, waiver or consent will be effective only in the specific instance and for the specific purpose for which given. The waiver by any party of any breach of this Agreement will not operate as or be construed to be a waiver by such party of any subsequent breach.

(b) Any notices or other communications required or permitted hereunder shall be made in writing and will be sufficiently given if delivered personally or sent by facsimile with confirmed receipt, or by overnight courier, addressed as follows or to such other address of which the parties may have given written notice:

if to VCAP the Advisors collectively:

M/s. Varhad Capital Pvt Ltd

515, Tech Centre, Hinjewadi Phase-1

Pune-411057

Ph+9120 67236038

with a copy (which copy shall not constitute notice) to:

Executive Director

MAHAPREIT



B-501, Pinnacle Corporate Park

Bandra Kurla Complex,

Mumbai-400051

Unless otherwise specified herein, such notices or other communications will be deemed received (i) on the date delivered, if delivered personally or sent by facsimile with confirmed receipt, and (ii) one business day after being sent by overnight courier.

(c) This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof, and supersedes all previous oral and written (and all contemporaneous oral) negotiations, commitments, agreements and understandings relating hereto.

(d) This Agreement will be governed by, and construed in accordance with, the laws of the State of Maharashtra and in Mumbai without giving effect to any conflicts of law principles.

(e) Each party to this Agreement, by its execution hereof,

(i) hereby irrevocably submits to the exclusive jurisdiction of the state and High courts sitting in Mumbai, Maharashtra for the purpose of any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof,

(ii) hereby waives to the extent not prohibited by applicable law, and agrees not to assert, and agrees not to allow any of its subsidiaries to assert, by way of motion, as a defence or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such proceeding brought in one of the above-named courts is improper, or that this Agreement or the subject matter hereof or thereof may not be enforced in or by such court and

(iii) hereby agrees not to commence or maintain any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof or thereof other than before one of the above-named courts nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation to any court other than one of the above-named courts whether on the grounds of inconvenient forum or otherwise. Notwithstanding the foregoing, to the extent that any party hereto is or becomes a party in any litigation in connection with which it may assert indemnification rights set forth in this agreement, the court in which such litigation is being heard shall be deemed to be included in clause (i) above. Notwithstanding the foregoing, any party to this Agreement may commence and maintain an action to enforce a judgment of any of the above-named courts in any court of competent jurisdiction. Each party hereto hereby consents to service of process in any such proceeding in any manner permitted by Indian law, and agrees that service of process by registered or certified mail, return receipt requested, at its address specified pursuant to Section 10(b) hereof is reasonably calculated to give actual notice.

(f) Except as otherwise contemplated by Section 3(a) hereof, neither this Agreement nor any of the rights or obligations hereunder may be assigned by the Developer without the prior written consent of VCAP; provided, however, that an Advisor may assign or transfer its duties or interests



hereunder to any Affiliate at the sole discretion of such Advisor. Subject to the foregoing, the provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Subject to the next sentence, no person or party other than the parties hereto and their respective successors or permitted assigns is intended to be a beneficiary of this Agreement. The parties acknowledge and agree that the Advisors and their Affiliates and their respective partners (both general and limited), members (both managing and otherwise), officers, directors, employees, agents and representatives are intended to be third-party beneficiaries under Section 6 hereof.

(g) This Agreement may be executed by one or more parties to this Agreement on any number of separate counterparts (including by facsimile), and all of said counterparts taken together will be deemed to constitute one and the same instrument.

(h) Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

(i) Each payment made by the Developer pursuant to this Agreement shall be paid by wire transfer of immediately available RTGS/ NEFT to such account or accounts as specified by the Transaction Advisors (VCAP) to the Developer prior to such payment.

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Transaction and Monitoring Fee Agreement as of the date first written above.

For Transaction Advisor

Varhad Capital Pvt Ltd

Transaction Advisory Service

Name:



For Developer

M/S. _____

Mr/ Ms _____

Designation

Department

ANNEXURE – 12

Declaration by Bidder (To be submitted on Companies letter head along with technical bid)

Technical specification for Biomass pellets (non-torrefied/ torrefied).

We, the undersigned, have read the technical specifications for agro residue based biomass pellets, volume- III and declare the following:

(a) We have read and completely understood the technical specification document and have no reservations to it including amendments/clarifications.

(b) We have quoted the price in price bid for the agro residue based torrefied and non-torrefied biomass pellets having technical specification

| Serial No | Technical Data | Unit | Specifications of Pallet |
|-----------|---|-------------------|--|
| 1 | Base material | | Agro residue / Crop residue |
| 2 | Diameter** | Mm | <ul style="list-style-type: none"> Not more than 25 mm No other dimension should exceed 35mm |
| 3 | Bulk density | kg/m ³ | Not less than 600 kg/m ³ |
| 4 | Fines % (Length < 3 mm) (ARB*) | Weight % | Fines ≤ 5% |
| 5 | Gross calorific value (ARB*) | kcal/kg | Non- torrefied pellets: Not less than 2800 Torrefied pellets: Not less than 3400 |
| 6 | Moisture (ARB*) | Weight % | 9 % - 14 % |
| 7 | Ash (ARB*) | Weight % | Not more than 20% |
| 8 | Hard grove Grindability Index ^{\$} (HGI) | | 50 or more |
| 9 | Particle size distribution ^{\$\$} (After crushing and pulverizing in site lab pulverize) | Weight % | Passing proportion from 2 mm mesh size sieve: ≥ 75% Passing proportion from 3 mm mesh size sieve: =100% |
| 10 | Chlorine | Weight % | Not more than 0.5 |
| 11 | Sulphur | Weight % | Not more than 0.2 |

*ARB – As Received Basis

\$ Applicable for torrefied pellets.

\$\$ Applicable for non- torrefied pellets.

(c) We understand that quantity and price adjustment shall be made for supplying the material deviating from technical specification but within acceptable range as per technical specification (Volume-III).

(d) We understand that rejection of consignment shall be made for not meeting acceptance limits of parameters as per the technical specifications.

(e) We understand that liquidated damage (LD) shall be recovered for supply shortfall



as per tender conditions.

(f) We declare that we have read the bid document and have no reservation to it and shall abide by its provisions.

Note: During contract period, diameter of pellets may be revised/modified based on result of test firing on mutual consent basis without any financial/cost implication to either Owner or supplier.

Name :

Signature

Seal of Company