

# Mahatma Phule Renewable Energy and Infrastructure Technology Limited

(Subsidiary of MPBCDC, a Government of Maharashtra undertaking)

### **RFQ NOTICE**

MAHAPREIT invites RFQ for the Empanelment of Suppliers/ Manufacturers for Bio-Mass Pellets to NTPC/TPPs/Other entities in MAHARASHTRA and other states. Interested bidder may submit their proposal from 29<sup>th</sup> July 2025 to 19<sup>th</sup> August 2025 at 15:00 Hrs. Details of RFQ can be viewed on https://mahapreit.in/ and https://mahatenders.gov.in/.

Director (SGP)

# 8X5



# महात्मा फुले नविनीकरणीय ऊर्जा व पायाभूत प्रौद्योगिकी मर्यादित

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

### पात्रतेची विनंती (आरएफक्यू)

महाप्रित हे महाराष्ट्र आणि इतर राज्यांमधील एनटीपीसी/टीपीपीएस/इतर संस्थांना बायो-मास पेलेट्ससाठी पुरवठादार/उत्पादन करणाऱ्या संस्थाना एमपॅनेलमेंट करण्यासाठी आरएफक्यू मागवित आहेत. इच्छुक निविदाकार आपले प्रस्ताव दि. २९ जुलै २०२५ ते १९ ऑगस्ट २०२५ रोजी दुपारी ०३.०० वाजेपर्यंत सादर करू शकतील. आरएफक्यू चा तपशील https://mahapreit.in/ व https://mahatenders.gov.in/ येथे पाहता येतील.

संचालक (एसजीपी)





#### **Invitation to Request for Qualification (RFQ)**

For Empanelment of Suppliers/Manufacturers for Bio-Mass Pellets to NTPC/TPPs/Other entities in MAHARASHTRA and other states.

July 29, 2025

# MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT),

(Subsidiary of MPBCDC, a Government of Maharashtra undertaking)

Pinnacle Corporate Park B-501, Next to Trade Center, Bandra Kurla Complex, Bandra East, Mumbai 400051.

<a href="https://mahapreit.in">https://mahapreit.in</a>

#### MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT).

#### Index

Su No. Continu No.				Page No.	
Sr. No.	Section No.	Particulars	From	То	
1	Section – 1	Detailed Invitation to Offer Notice	3	5	
2	Section – 2	General Information	6	7	
3	Section – 3	Instructions to Bidders	8	21	
4	Section – 4	Scope Of Work	22	23	
5	Section – 5	Annexure	24	34	

# SECTION-1 DETAILED INVITATION TO OFFER NOTICE

#### MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE TECHNOLOGY LTD.

RFQ No.: - MAHAPREIT/BMP/25-26/E2

Online electronic bids for the below-mentioned work are invited by the Managing Director on behalf of MAHAPREIT, Mumbai from the prospective, reputed, experienced and technically sound parties For Empanelment of Suppliers/Manufacturers for Bio-Mass Pellets to NTPC/TPPs/Other entities in MAHARASHTRA and other states.

The time schedule for various bidding phases is given in the detailed e-RFQ notice, which is also available on the website as part of the bid document.

Sr.	Name of work	Estimated	EMD Amount	Period of	RFQ
No		Cost	(Rs)	Empanelme	Document
				nt	Cost (Rs.)
1	For Empanelment of Suppliers/Manufacturers for Bio-Mass Pellets to		Rs. 50,000/-	2 years	5000/ +GST
	NTPC/TPPs/Other entities in MAHARASHTRA and other states.				

RFQ document is available on to websites <a href="https://mahatenders.gov.in">https://mahapreit.in/</a> and from 29/07/2025 to 19/08/2025 online. RFQ shall be accepted on the website <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> only.

All bidders are hereby cautioned that the e-bid containing any deviation from the contractual terms and conditions, and other requirements and conditional e-RFQ shall be rejected.

- 1. Validity Period: The bid of the bidder shall remain valid for 180 days from the date of opening of the RFQ.
- 2. If any assistance is required regarding e-RFQ (upload and download), CGM (IT) of MAHAPREIT. cgm.it@mahapreit.in, 02269214625
- 3. All requisite information required for the submission of RFQ is available on the above website.
- 4. All right is reserved by the Competent Authority to reject any or all RFQ in full or in part of without assigning any reason or accept the bid beyond the validity period.
- 5. Instruction to Bidders on E-Tendering
  - A) For participation in e-tendering module, it is mandatory for Bidders to get registration on website https://www.mahatenders.gov.in/ Therefore, it is advised to all Bidders to get register at the E-Procurement portal at the earliest.
  - B) Tender documents can be downloaded from website https://www.mahatenders.gov.in/. Bidders need to submit the Tender fees on or before the time of online submission of the bid.
  - C) Service and gateway charges shall be borne by the Bidders.
  - D) Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (DSC) of appropriate class as specified for the EProcurement system (in the name of person who

- will sign the proposal) in the form of smart card/e-token, from any of the licensed Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra, etc).
- E) For further information regarding issue of Digital Signature Certificate, the Bidders are requested to visit website https://www.mahatenders.gov.in/ Please note that it may take up to 3 to 5 working Days for issue of Digital Signature Certificate. MAHAPREIT will not be responsible for delay in issue of Digital Signature Certificate.
- F) The Browser should be Java enabled. Java Runtime Environment (JRE) should be installed in the client system. This can be downloaded from the download links of the eProcurement System.
- G) If Bidder is participating for the first time in e-tendering, then it is advised to fulfil all formalities, such as registration, obtaining Digital Signature Certificate, etc. well in advance.
- H) Bidders are requested to regularly visit our e-tendering website for any clarification and / or extension of due date.
- Bidder must positively complete online e-tendering procedure at https://www.mahatenders.gov.in
- J) MAHAPREIT shall not be responsible in any way for delay /difficulties/inaccessibility of the downloading facility from the website for any reason whatever.
- K) Whosoever on behalf of the Bidder is submitting the tender by his Digital Signature Certificate, shall invariably upload the scanned copy of the authority letter, as well as submit the copy of the same in physical form with the offer of particular Bid.
- L) After the final submission of bid, Bidder should ensure that he has received the acknowledgment slip and should keep this slip until opening of the Bid. If acknowledgment slip is not generated, it means the Bid is not submitted.

#### Time Schedule for RFQ

S. N	Particulars	Details
1	RFQ No.	MAHAPREIT/BMP/25-26/E2
2	Project name	For Empanelment of Suppliers / Manufacturers for Bio-Mass Pellets to NTPC / TPC / Other entities in MAHARASHTRA and other states.
3	Start Date for downloading the RFQ	29/07/2025
4	Date and Time of Online / Offline Prebid Meeting	04/08/2025 at 14.00 Hrs
5	Last date of Submission of bids in response to RFQ	19/08/2025 at 15.00 Hrs
6	Time and date of Opening of RFQ	20/08/2025 at 15.00 Hrs
7	Contact No. in case of any queries.	Contract No. 02269214426
8	Email Id for clarification of RFQ	cgm.etap@mahapreit.in

# SECTION-2 General Information

#### 2.1 **DEFINITIONS**:

2.1.1 MAHAPREIT- MAHAPREIT shall mean the Mahatma Phule Renewable Energy and Infrastructure Technology Ltd. (a Subsidiary Company of MPBCDC Ltd.). The headquarters of the MAHAPREIT is Mumbai

#### 2.1.2 REGISTERED ADDRESS FOR COMMUNICATION

Mahatma Phule Renewable Energy and Infrastructure Technology Ltd (MAHAPREIT), (A Subsidiary Company of MPBCDC Ltd)

B-501Pinnacle Corporate Park, Next to Trade Centre,

Bandra Kurla Complex, Bandra East, Mumbai 400051.

#### **2.1.3** WEBSITE:

Website means official websites for e-tendering having the following web addresses: <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> and <a href="https://m

#### 2.1.4 Executive Director

Executive Director shall mean Executive Director of MAHAPREIT.

#### 2.1.5 COMPETENT AUTHORITY:

Competent Authority shall mean the Managing Director of MAHAPREIT.

#### 2.1.6 CONTRACTOR:

Contractor shall mean the firm or company, or agency who enters into a contract with the MAHAPREIT and shall include their executors, administrators, successors and submitted assignees.

#### 2.1.7 WORK:

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

#### 2.2 RFQ DATA AT A GLANCE:

Sr	Particular	Details
No		
2.2.1	Name of work	For Empanelment of Suppliers/Manufacturers for Bio-Mass Pellets to
		NTPC/TPPs/Other entities in MAHARASHTRA and other states.
2.2.2	Estimated Cost	Not applicable.
2.2.3	RFQ Document Cost Rs	Rs. 5000/- plus GST as applicable.
2.2.4	Earnest money (EMD)	Rs. 50,000/- (Online Mode Only through payment gateway) (MSMEs
		shall be exempted from payment of EMD fees provided the MSMEs
		submit valid MSME registration certificate)
2.2.5	Empanelment Fees	Rs. 25,000/- + GST (to be paid by successful bidders prior to issue of
		Letter of Empanelment (LoE) by MAHAPREIT)
2.2.6	Mode of payment (EMD)	RFQ document cost and EMD amount shall be paid through the E-
		payment gateway.

2.2.7	Security Deposit	At the time of work allocation.
2.2.8	Mode of submission of tender	bid should be submitted on-line on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> only.
2.2.9	Any addendum/ corrigendum/cancellation	Any addendum/ corrigendum/ cancellation of above RFQ will be published on the website <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> and <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> and <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> and
2.2.10	Bid Documents	Bid Documents consisting of, information and eligibility criteria, plans, specification and schedule of quantities of the works are available on web site <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> and <a href="https://mah&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;2.2.11&lt;/td&gt;&lt;td&gt;Bid validity period&lt;/td&gt;&lt;td&gt;The bid validity period of 180 days from the date of opening of the technical bid. If any Bidder withdraws his bid/ offer before the said period or makes any modification in the terms and conditions of the bid, the EMD at the time of submission of tender shall stand forfeited.&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;2.2.12&lt;/td&gt;&lt;td&gt;Other Details&lt;/td&gt;&lt;td&gt;Other details, including details of Portal Registration, Submission of bid, Resubmission and withdrawal of bid can be seen in the bidding documents, which is available in web site &lt;a href=" https:="" mahatenders.gov.in"="">https://mahatenders.gov.in</a>
2.2.13	Documents to be uploaded	The PDF copies of original Documents should be uploaded on above mentioned website and should be produced for verification on demand after opening of the RFQ Bid.  The Bidders who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal, <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> , away from the opening place. The bid can only be opened by the pre-designated officials 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.
2.2.14	RFQ Acceptance Authority	Managing Director, MAHAPREIT

The detailed step by step procedure for uploading the Main Documents, required RFQ papers, Payment of RFQ fee, and E.M.D through E payment Gateway is available on the e-Tendering website <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>.

Bidders have to follow the instructions given on the above web site for filling up Main Tender Forms Online.

# SECTION - 3 INSTRUCTIONS TO BIDDERS

For Empanelment of Suppliers/Manufacturers for Bio-Mass Pellets to NTPC/TPPs/Other entities in MAHARASHTRA and other states.

#### 3.1 BACKGROUND: -

With the increasing need for sustainable energy sources and a commitment to reducing carbon emissions, Maharashtra has been at the forefront of promoting energy efficiency and adopting renewable energy solutions. The state, as part of its larger vision for sustainable development, aims to reduce dependence on traditional fossil fuels and transition to cleaner, renewable energy alternatives such as bio-mass. As a part of this transition, thermal power Plants are exploring the use of bio-mass pellets as an effective substitute for conventional coal. This move is aligned with both national and state-level policies focused on energy diversification and the reduction of greenhouse gas emissions.

Bio-mass pellets are produced from organic materials such as agricultural residues, wood waste, and other biodegradable substances. When used in thermal power Plants, these pellets can provide a eco-friendlier fuel option that helps reduce carbon footprints while also contributing to local economies by creating demand for agricultural waste and fostering the bio-energy sector. The adoption of bio-mass pellets in Maharashtra's thermal power Plants will not only contribute to cleaner energy production but also align with the state's broader climate action plans and renewable energy targets.

A significant development in this area was the introduction of the Revised Policy for Biomass Utilization for Power Generation through Co-firing in Coal-Based Power Plants, issued by the Ministry of Power, Government of India on 8<sup>th</sup> October 2021. The policy promotes the utilization of biomass in coal-based thermal power Plants through co-firing, aiming to reduce greenhouse gas emissions, promote renewable energy use, and make the power sector more sustainable. The revised policy encourages thermal power Plants to blend biomass with coal, improving the carbon footprint of power generation and enhancing energy security. It also encourages the setting up of a robust supply chain for biomass, including the procurement of bio-mass pellets, which is central to this initiative.

#### 3.2 PREAMBLE:

To support the transition to a more sustainable energy mix and to comply with the Revised Policy for Biomass Utilization for Power Generation through Co-firing in Coal-Based Power Plants, issued by the Ministry of Power, Government of India on 8<sup>th</sup> October 2021, MAHAPREIT is seeking to empanel qualified and experienced Suppliers/Manufacturers of bio-mass pellets for thermal power Plants across Maharashtra. This initiative is part of Maharashtra's ongoing commitment to enhance energy efficiency, reduce environmental impact, and contribute to India's climate action goals, particularly in light of the revised national policy on biomass utilization for power generation.

This empanelment process aims to identify reliable Suppliers who can provide high-quality, costeffective, and environmentally friendly bio-mass pellets that meet the technical specifications and standards established by the Ministry. These pellets will be used in coal-based thermal power Plants to meet the mandated biomass co-firing requirements, reducing carbon emissions and increasing the use of renewable energy sources in the power generation sector.

The bio-mass pellets should comply with the technical specifications for co-firing set forth in the Ministry of Power's policy/BIS/MNRE standards or specifications as prevailing policy/guidelines issued by any competent authority from time to time, which emphasises reducing the environmental footprint and improving the sustainability of thermal power generation. MAHAPREIT aims to create a robust supply chain for bio-mass pellets that will enable thermal power Plants in contributing to Maharashtra's clean energy objectives.

# It is proposed to empanel the Suppliers/Manufacturers for Bio-Mass pellets in following 3 categories

Sr. No.	Name of the category	Supply of Bio mass pellets in TPD
1	Category – A	Equal to 10 TPD
2	Category – B	More than 10 TPD to 20 TPD
3	Category - C	More than 20 TPD to 30 TPD and above.

#### 3.3 INFORMATION AND INSTRUCTIONS TO BIDDERS:

- **3.3.1** Online e-RFQ is invited by MAHAPREIT for the Empanelment of Suppliers/Manufacturers for Bio-Mass Pellets to NTPC/TPC/Other industries in MAHARASHTRA.
- **3.3.2** The Bidders should download the Main e-RFQ Document from the website. https://mahatenders.gov.in and https://mahapreit.in/
- 3.3.3 The Online forms 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 query is not relevant, it should be stated as "Not Applicable". Only 'dash' reply will be treated as incomplete information. All Bidders 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.
- **3.3.4** The Main e-RFQ document shall be typed on the bidder's letterhead and the signed scanned copy shall be uploaded.
- **3.3.5** Any overwriting or correction shall be attested. All pages of the Main e-RFQ document shall be numbered and should be submitted as a package with a signed letter of transmittal.
- **3.3.6** All the information must be filled in the English language only.
- **3.3.7** 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 bidders) should be signed by the bidders.
- **3.3.8** The bidders are encouraged to attach any additional information (PDF copies of similar work orders which were already carried out, regarding his capabilities). No further information will be entertained after submission of Main RFQ document unless it is requested by **MAHAPREIT.**
- **3.3.9** The Main e-RFQ 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.
- **3.3.10** The cost incurred by bidders in preparing this bid, in providing clarification or attending discussions, meetings, conferences in connection with this document, shall not be reimbursed

- by the MAHAPREIT under any circumstances.
- 3.3.11 Preference will be given to supplier/Manufactures located in North Maharashtra, Vidharbha, Marathwada region and also preference will be given to supplier/Manufactures near to thermal power plants of NTPC, MAHAGENCO, states/other TPPs.

#### 3.4 REVISION OR AMENDMENT OF RFQ DOCUMENTS: -

- **3.4.1** All Rights are reserved to revise or amend the RFQ document released on the website, prior to time specified in time schedule for main e-RFQ preparation. Any further revisions, amendments or time extensions shall be communicated to all be displayed on website: https://mahatenders.gov.in and https://mahapreit.in/.
- 3.4.2 The amendment shall be part of the RFQ Documents and will be notified by publication in the MAHAPREIT website as well as maha tender website and will be binding on the prospective Bidders.
- **3.4.3** All the intending bidders are advised to keep a close watch on the website of MAHAPREIT and mahatender in their own interest.

#### 3.5 EARNEST MONEY DEPOSIT: -

All bidders shall pay their entire E.M.D. and payment shall be made through E- the payment gateway (uploading payment receipts). EMD Exemption is allowed to a bidder having a valid MSME certificate up to date of bid submission.

#### 3.6 REFUND OF EARNEST MONEY: -

- (i) After acceptance of the bid of successful Bidders, the E.M.D. of other Bidders will normally be refunded within 28 days by the Maha tender portal. The earnest money amount shall not carry any interest whatsoever.
- (ii) The EMD of the successful bidder will be refunded after 6 (six) months from the issuance of the Letter of Empanelment (LoE). The earnest money amount shall not carry any interest whatsoever.

#### **3.7 EMPANELMENT FEES:**

The successful bidder shall have to pay Rs. 25,000/- (Twenty-Five Thousand only) plus GST, non-refundable empanelment fees prior to the issue of Letter of Empanelment (LoE) by MAHAPREIT.

#### 3.8 MANNER OF SUBMISSION OF RFQ AND ITS ACCOMPANIMENTS:

- 3.8.1 The bidder must download the bid document from website, fill it completely and upload on web site by scanning and digitally signing wherever necessary. Main RFQ Documents are to be prepared and submitted online Only.
- 3.8.2 The detailed step by step procedure for uploading the Main RFQ Documents, required RFQ papers, payment of RFQ fee and E.M.D through E payment Gateway is available on the e-Tendering website of Govt. of Maharashtra https://mahatenders.gov.in and https://mahapreit.in/. Bidders must follow the instructions given on the above web site for filling up Main RFQ Forms Online.
- **3.8.3** The bidder shall submit the tender and documents online as per the E-Tendering procedure.

#### 3.9 CONFLICT OF INTEREST: -

**3.9.1** The selected bidders should provide transparent, professional, objective, impartial service and

- hold MAHAPREIT's interest paramount with utmost integrity.
- **3.9.2** The selected bidders shall not downstream or outsource any part of the scope of work from any agency or the advisors appointed by the MAHAPREIT or sublet the work assigned.
- **3.9.3** Non-disclosure of such an association will lead to termination of the Agency.

#### 3.10 QUALIFYING CONDITIONS: -

For the empanelment with MAHAPREIT, the prospective bidders should fulfil the following eligibility criteria: -

**3.10.1** The bidder should be either a Proprietary Firm/ Partnership Firm/ LLP/ Company registered and incorporated in India, possessing a valid legal entity status. Additionally, the entity must exist for at least 2 years on the date of submission.

#### 3.10.2 FINANCIAL QUALIFYING CONDITIONS: -

a) The bidder shall have an average annual financial turnover for any two years of as per the following table during the preceding three years, i.e. Fy 2021-22, FY 2022-23, and FY 2023-24 (CA Certificate bearing UDIN no. shall be attached).

Sr. No.	Name of the category	The average annual financial turnover of Rs.
1	Category – A	80 Lakhs
2	Category – B	160 Lakhs
3	Category - C	240 Lakhs

b) The bidder shall have a positive net worth during the last FY 2023-24. The CA Certificate shall be attached. (CA Certificate bearing UDIN no. shall be attached)

#### 3.10.3 TECHNICAL QUALIFYING CONDITIONS: -

a) Eligibility Experience: The bidder should have experience of suppling biomass Pellets/Briquets quantity of the applied category/ categories by the bidder against the tender as per Table I, in at least one of the preceding three years before the bid submission date to any Central / State Govt. Organisation/ PSU / Public Listed Company/ any Power Station/Private company in India. Copies of relevant contracts to be submitted along with the bid in support of the quantity supplied in the relevant year.

#### Eligibility Experience (Table I): -

Sr No	Category	Bio-mass Pellets/Briquets supplied in at least one of the previous
		three years on the date of submission (MT)
1	Category – A	1095
2	Category – B	2190
3	Category – C	3285

#### **NOTES for Eligibility Experience for all clauses above:**

For fulfilling the experience criteria, any one of the following documents may be considered as valid proof for meeting the experience criteria:

- (i) Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- (ii) Execution certificate by the client with the order value.
- (iii) Any other document in support of order execution, like Third Party Inspection release note, etc.

#### 3.10.4 EXEMPTION IN ELIGIBILITY CRITERIA FOR START-UP VENDORS/MSE VENDORS

Turnover are not applicable for Start-Up Micro and Small Enterprise (MSE) entrepreneurs subject to meeting of quality and technical specifications.

The bidder needs to submit pellets testing certificate from accredited NABL Labs.

Eligibility of such sellers in terms of the Turnover / Profitability, etc. and also their eligibility for availing various benefits/advantages in terms of various Govt. Policies / Guidelines / acts / Laws etc. shall be determined solely on the basis of data fetched / validated or verified through external agency / owner of that set of database such as Income tax/ PAN data base, MCA 21, Udyog Aadhaar, NSIC, GSTN, Certifying Agencies such as BIS, BEE etc.

a. Exemption in respect of "Turnover" means exemption for Clause "Average Annual Turnover (Rs)" only of Qualifying Requirements on Financial Criteria.

#### 3.10.5 REQUIREMENT TO MEET ELIGIBILITY CRITERIA FOR START-UP MSE VENDORS

- a. Meeting of quality and technical specification means having documents like copy of Udyog Aadhaar / NSIC / other statutory documents etc with job description in line with "same or similar category product [i.e. Biomass] and of the same document in support of "same or similar category product" shall be furnished.
- b. Relaxation in eligibility criteria for start-up / MSE shall be applicable as stated above at 3.10.4 (a) only. Any other clause for relaxation in eligibility criteria mentioned elsewhere in the NIT shall not be considered.
- c. The bidder should submit a start-up certificate or DPIIT (Department for Promotion of Industry and Internal Trades) recognition, issued by the Indian government under the Start-up India initiative.

### 3.10.6 BIDDER SHALL CONFIRM THE TECHNICAL QUALIFICATION AS PER THE FOLLOWING CAPABILITIES:

- a) For the purpose of ascertaining qualification, Technical Criteria of group business entity/ holding company ("Group Business Entities") can also be submitted by the Bidder in addition to its own Technical Criteria.
- b) The bidder should confirm the price variation for the quoted GCV of pellets as mentioned below:
- **b.1)** The bidder shall confirm the testing standards and method mentioned below:

#### **Testing and Standards/Method**

Standards/Method as per the table below will be referenced/used for quality determination or testing shall be done as per the prevailing Standards/Methods which is published by various competent authorities such as MNRE/BIS and amended from time to time.

Sr. No.	Technical data	Testing Standard/Method
1	Dimension	ISO 17829 or equivalent method may be referred.
	(Diameter and length)	
2	Fines %	ISO 18846 or equivalent method may be referred.
3	Gross Calorific Value (ARB)	IS 1350 or equivalent method may be referred.

4	Moisture (ARB)	Method based upon IS 1350 or equivalent method may
		be referred (Handheld moisture meter may also be used.)
5	HGI	ISO 5074 or an equivalent method may be referred

**b.2)** 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.

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 Suppliers's responsibility to carry it back on his own cost.

**b.3)** 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 Plants site)

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

The authorized representatives of Owner and pellet Suppliers 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 Suppliers - 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 Suppliers 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 Suppliers 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 Suppliers. The pellet Suppliers 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 Suppliers. Expense borne on Suppliers part shall be adjusted against payment to the Suppliers. 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.

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

**3.10.8** MAHAPREIT reserves the right to withdraw the work & get it completed by any other agency at the risk & cost of the supply of pellets, if performance of the agency is unsatisfactory. Further, the said agency may be de-listed for a period of one year for participating in any of the bids invited by MAHAPREIT.

#### 3.11 OTHER CONDITIONS:

- **3.11.1** The interested bidder has to submit the bid online only and no offline bid is accepted.
- **3.11.2** The interested agencies may also send their queries by email on the following email Id. <a href="mailto:cgm.etap@mahapreit.in">cgm.etap@mahapreit.in</a>. Queries received after the prebid meeting date shall not be considered for clarification.
- **3.11.3** The interested parties/agencies shall submit all the relevant papers online with the bid. No hard copy submission is accepted.
- **3.11.4** Any disputes or differences that may arise out of or in connection with this RFQ, shall have exclusive jurisdiction of Mumbai Court.
- **3.11.5** The RFQ will be evaluated on suitability criteria mentioned above for the bid submitted by Bidders.
- **3.11.6** MAHAPREIT reserves the right to reject any or all bid in part or full without assigning any reasons.
- **3.11.7** Information relating to the examination, clarification, evaluation, and comparison of submitted Bid and recommendations for the award of an empanelment shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award of empanelment to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bid or award decisions may result in the rejection of his Bid.
- **3.11.8** Any effort by the Bidder to influence the Competent Authority in the Competent Authority's bid evaluation, bid comparison or award of empanelment or any decisions may result in the rejection of the Bidders 'Bid.

#### 3.12 GENERAL INSTRUCTIONS: -

#### 3.12.1 General: -

The special conditions of contract are to be read in conjunction with General conditions of contract. If there are any variations or discrepancies or conflicting provision, the provisions in Special Conditions shall take precedence over the provisions in the General Conditions of contract.

#### 3.13 PREPARATION OF BID: -

#### 3.13.1 LANGUAGE OF BID: -

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and MAHAPREIT shall be written in English language only. In case a document, certificate, printed literature, etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

#### 3.14 DETAILED INSTRUCTIONS & DOCUMENTS TO BE FURNISHED FOR BIDDING:

#### 3.14.1 SCANNED COPIES OF THE FOLLOWING DOCUMENTS:

- 3.14.1.1 Tender fee and EMD receipt.
- 3.14.1.2 Company registration certificate & PAN, TAN, GST Tax Registration.

- 3.14.1.3 Audited Balance sheet of last three years (CA certified)
- 3.14.1.4 Preceding three years Turn over certificate and Positive net worth certificates from a chartered accountant.
- 3.14.1.5 In case of start-up and MSME, certificates are issued by the appropriate authority.

#### **3.14.2 ANNEXURES:**

- 3.14.2.1 Annexure-1: Covering letter.
- 3.14.2.2 Annexure-2: Format of Power of Attorney for signing bid authorisation letter.
- 3.14.2.3 Annexure-3: Checklist for technical bid
- 3.14.2.4 Annexure 4: Information about the bidding firm.
- 3.14.2.5 Annexure-5: Annual Turnover.
- 3.14.2.6 Annexure-6: Assignment of similar nature of works. (along with WO/PO/etc documentary proof.
- 3.14.2.7 Annexure-7: Contact Person for the RFQ.
- 3.14.2.8 Annexure-8: Declaration by the bidders.
- 3.14.2.9 Annexure-9: Framework for DRAFT MODEL EMPANELMENT AGREEMENT

The Bidders have to submit all documents with an authorised Signature and company stamp. Documents without authorised signatures and stamps will not be accepted.

#### 3.14.3 INSTRUCTIONS:

While submitting the Technical bid, the Bidders shall, in particular, ensure that:

- 3.14.3.1 A brief description of the firm and an outline of the relevant past experience on assignments and highlighting experiences on supplying the pellets in the format given in Form.
- 3.14.3.2 The composition of the team of personnel which the Bidders will propose to provide with the details of name of the key personnel, his/ her area of expertise, position and the tasks which will be assigned to each team member as well as previous experience.
- 3.14.3.3 The bid without the cost of the RFQ document shall not be considered for evaluation & shall be outrightly rejected.
- 3.14.3.4 MAHAPREIT reserves the right to verify all statements, information and documents submitted by the Bidders in response to the RFQ. The limitation of MAHAPREIT to undertake such verification shall not relieve the Bidders of its obligations or liabilities here under nor will it affect any rights of MAHAPREIT there under. In case it is found during the evaluation or at any time before the Empanelment or after and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidders or the Bidders has made material misrepresentation or has given any materially incorrect or false information, the bidders shall be disqualified forthwith if not yet empaneled as the auditor by a communication in writing by MAHAPREIT without MAHAPREIT being liable in any manner whatsoever to the Bidders, as the case may be.
- 3.14.3.5 If the application is made by a firm in partnership, it shall be digitally signed by all Partners of the firm giving their full Typewritten names and current addresses or by a partner 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 shall accompany the application. A certified copy of the partnership deed, and the current address of all the partners of the firm shall

- also accompany the application.
- 3.14.3.6 If the application is made by an 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 an LLP may be required to furnish satisfactory evidence of its existence before the pre-qualification is awarded.
- 3.14.3.7 The application shall be signed to be legally binding on all partners.

#### 3.15 DISQUALIFICATIONS:

MAHAPREIT may at its sole discretion and at any time during the evaluation of the bid, disqualify any Respondent if the Respondent has:

- **3.15.1** Submitted the bid documents after the response deadline;
- **3.15.2** Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- **3.15.3** Submitted a bid that is not accompanied by required documentation or is non-responsive;
- **3.15.4** Failed to provide clarifications related thereto, when sought;
- **3.15.5** Submitted more than one bid;
- **3.15.6** Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.

#### 3.16 PRE-BID MEETING: -

- **3.16.1** The Bidder(s) or his designated representative are invited to attend an Online / Offline "Pre-Bid Meeting" which will be held at the address specified.
- **3.16.2** The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- **3.16.3** Text of the questions raised, and the responses given, together with any responses prepared after the meeting, will be uploaded on MAHAPREIT website / MAHAPREIT e-tendering website. Any modification of the Contents of Bidding Documents that may become necessary as a result of the Pre-Bid Meeting shall be made through the issue of a Corrigendum published on https://mahatenders.gov.in and https://mahapreit.in/.
- **3.16.4** Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

#### 3.17 FORMAT AND SIGNING OF BID: -

- **3.17.1** The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) have been made shall be initialled by the person or persons signing the Bid.
- **3.17.2** The Bid shall contain no alterations, omissions, or additions unless such corrections are initialled by the person or persons signing the Bid.
- **3.17.3** In case of e-tendering, signed documents to be uploaded.

#### 3.18 SUBMISSION OF BID: -

The bid shall be submitted through e-tender mode in the manner specified elsewhere in RFQ document. No Manual/ Hard Copy (Original) bid shall be acceptable.

#### 3.19 DEADLINE FOR SUBMISSION OF BID: -

The bid must be submitted through e-tender mode not later than the date and time specified in the tender documents/BID.

#### 3.20 MODIFICATION AND WITHDRAWAL OF BID: -

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per the tender document.

#### 3.21 BID OPENING AND EVALUATION: -

**3.21.1** Based on technical and financial eligibility bids will be evaluated to empanel successful bidders.

#### 3.21.2 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BID: -

MAHAPREIT reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bid, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for MAHAPREIT's action.

#### 3.21.3 BID OPENING: -

MAHAPREIT will open bid, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the Bid Document.

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

#### 3.22 EMPANELMENT OF BIDDERS: -

Subject to all terms and conditions of RFQ / Tender documents & its amendments, MAHAPREIT will empanel the qualified successful Bidders.

#### 3.23 PERIOD OF ENGAGEMENT:

The empanelment shall be valid for a period of 24 months from the date of empanelment (LoE issuing date) which may be extended by another one year by MAHAPREIT based on the requirement and is whole discretion of MAHAPREIT.

#### 3.24 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.

#### 3.25 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** center of Arbitration etc.

#### 3.26 TERMINATION OF CONTRACT/EMPANELMENT AGREEMENT:

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 paragraph as below.

- 3.26.1 If the Bidder fails to remedy a failure in the performance of his obligations hereunder, as specified in a notice of suspension pursuant thereof, within thirty (30) days of receipt of such notice of suspension or within such further period as the MAHAPREIT may have subsequently approved in writing. Or
- **3.26.2** 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 into liquidation or receivership whether compulsory or voluntary; or
- **3.26.3** If MAHAPREIT found that the bidder has provided false, & wrong information while bid submission; or
- **3.26.4** 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
- **3.26.5** 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
- **3.26.6** 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 RFQ, or
- **3.26.7** If the bidder fails to supply biomass pellets to the client as per the scheduled delivery, quality, and quantity within the stipulated period. It may result in the termination of the work order / Empanelment Agreement.
- **3.26.8** If the MAHAPREIT, in its own discretion and for any reason whatsoever, decides to terminate this Agreement.

#### 3.27 FINAL DECISION-MAKING AUTHORITY:

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

#### **3.28 FORCE MAJEURE:**

**3.28.1** Force Majeure Event: The Parties hereto agree that a Force Majeure Event shall mean any unforeseeable act or event that prevents the affected Party from performing its obligations under this Agreement or complying with any conditions required by the other Party under this RFP and such act or even is beyond the reasonable control and not because of any fault of the affected Party and such Party has been unable to avoid such an act or event by the exercise of prudent foresight and due diligence.

Without prejudice to the foregoing, the Parties hereto agree that the occurrence of any of the events shall also be deemed to be a Force Majeure Event:

- 3.28.1.1 War and other hostilities whether war to be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo that directly impacts the provision of services by the Bidder under the Agreement.
- 3.28.1.2 Rebellion, revolution, insurrection, military or usurped power and civil war that directly impacts the provision of services by the Bidder under the Agreement.
- 3.28.1.3 Riot, civil commotion, terrorism, or disorder that directly impacts the provision of services by the Bidder under the Agreement.
- 3.28.1.4 Pestilence, epidemics, inclement weather causing floods or lightning or cyclone, typhoon, or earthquake and which directly impacts the provision of services by the Bidder under the Agreement.
- **3.28.2** The Parties hereto agree that the following events are explicitly excluded from and do not constitute a Force Majeure Event and is solely the responsibility of the affected Party.
- 3.28.2.1 Strikes, collective bargaining agreements of either Party resulting in delay in the provision of Services or stoppage of work; or
- 3.28.2.2 Labour disputes of any kind; or
- 3.28.2.3 Economic hardship; or
- 3.28.2.4 Any act, event, or occurrence listed above or asserted as a Force Majeure Event that results materially from the negligence or intentional acts of the affected Party.

#### 3.29 FINANCIAL BID:

Bidders are not required to submit any financial bid for this RFQ. However, after due Empanelment of Suppliers/Manufacturers, MAHAPREIT will invite financial RFP from only successful empanelled consultants/ agencies for each work as and when the requirement arises.

#### 3.30 POST BIDDING CORRESPONDENCE:

The bidder should note that no correspondence shall be entertained or considered after the due date and time of submission of bid unless otherwise sought by MAHAPREIT.

#### 3.31 NOTIFICATION OF AWARD OF EMPANELMENT/CONTRACT:

The notification of award of Empanelment shall be communicated to the successful bidder by Letter of Empanelment (LOE) by email or Registered Post/Air mail or hand delivery. In case of issuance of LOE, the same shall be followed by letter of confirmation by Registered Post/ Air Mail. The Empanelment shall be considered as having come into force from the date of issue of Letter of Award by the MAHAPREIT. This date will be called the effective date of Empanelment.

#### 3.32 SIGNING OF AGREEMENT of EMPANELMENT:

- 3.32.1 The successful Bidder shall have to furnish acceptance of Letter of Award within 10 calendar days from the date of issue of Letter of Award. The successful bidder shall have to sign a formal Empanelment agreement with the MAHAPREIT within 15 calendar days from the date of issue of Letter of Award. Under certain circumstances, MAHAPREIT may give an extension of time for signing of contract.
- **3.32.2** All charges for preparing the contract documents including legal fee, stamp fee etc. shall be borne by the successful bidder.
- **3.32.3** If the successful Bidder fails to sign contract, the same shall constitute sufficient ground for the annulment of the award of supply of pellets and also the forfeiture of the bid security.

#### 3.33 CONFIDENTIALITY:

- **3.33.1** Information relating to the examination, clarification, evaluation and comparison of Bid, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or anyother persons not officially concerned with such process.
- **3.33.2** 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.

#### 3.34 INDEMNITY:

The Parties hereto agree that the Bidder shall indemnify and defend the MAHAPREIT and its representatives and employees, and hold the Owner, its representatives, employees harmless from:

- **3.34.1** Damages and losses caused by its negligent or intentional act or omission, or any damages and losses caused by the negligent act of any third party or sub-contractor or agency engaged by consultant.
- **3.34.2** Damages and losses resulting from the non-compliance with the obligations established hereunder.
- **3.34.3** Any environmental damage caused by it and/or its representatives or employees or employees.
- **3.34.4** Breach (either directly by it or through its representatives and/or employees) of any representation and warranty declared herein by it;
- **3.34.5** From all claims, actions, suits, proceedings, taxes, duties, levies, costs, expenses, damages and liabilities, including attorneys" fees, arising out of, connected with, or resulting from or arising in relation to this RFP due to neglect, omission or intentional act of retainership Services

#### **SECTION 4 - SCOPE OF WORK**

#### 4.1 SCOPE OF SERVICES / DUTIES TO BE PERFORMED BY THE BIDDER

**4.1.1** The scope of work under this package shall include the supply, loading, transport, and delivery of agro residue-based biomass pellets at the Project Site/delivery destination.

#### **Details of Material**

Sr.	Description of Item	Indicative Quantity [to be supplied in	Total Qty.
No		Tonnes per day (TPD)]*	(Tonnes)*
1	Agro residue based	XXX	XXX
	Biomass Pellets (non-torrefied)		

<sup>\*-</sup> Quantity and duration of supply will be decided on case to case basis.

#### **4.1.2** MODE OF TRANSPORTATION:

- a) The default mode of transportation is covered truck with the waterproof arrangement, however, the Suppliers may also offer transport by rail mode with the prior consent of the respective power Plants/other entities management.
- b) Unloading shall be in the scope of Power Plants/other entities provided material is loosely filled in the Carriage vehicle. Carriage vehicles should be fully covered and waterproofed during transportation to prevent the material from rain, sunlight and dust aspects.
- c) The Suppliers may supply the material i.e. Biomass pellets packed in bags. In that case, the Suppliers shall unload the material at his own cost and extra charges, if any, shall be borne by the Suppliers.
- d) Before unloading, samples shall be tested for moisture content. However, the HGI report shall be submitted by the Suppliers with each carriage vehicle/consignment at the time of supply.
- e) Demurrage, if any, on the carriage vehicle for reasons attributable to the Suppliers will be borne by the Suppliers.
- **4.1.3** Supervision of Unloading shall be in the scope of Owner. Pellets shall be loose filled in the carriage vehicle. Carriage vehicle should be fully covered and waterproof during transportation to prevent the material from rain, sunlight and to prevent dusting. Carriage vehicle should be self-tippling type.
- **4.1.4** If Suppliers, supplies the material packed in bags or in non-tippling type consignment, it shall not be accepted, or Suppliers shall unload the material at his own cost at Power Plants/other entities. In that case, for any extra halt of carriage vehicle, demurrage shall not be payable by Owner.
- 4.1.5 The pellets supplied shall adhere to the technical specification given in this document The bio Mass pellets shall be supplied in accordance to specifications mentioned as per model contract for use of bio mass in thermal power plants (TPPs) issued by MoP Govt of India dt 02/03/2022 or specifications as per prevailing policy/ guidelines issued by any competent authority time to time.

Table: 1 Technical specification for Biomass pellets.

Sr. No.	Technical Data	Unit	Specifications of Pallet
1	Base material		Agro residue / Crop residue
2	Diameter**	Mm	Not more than 25 mm
			No other dimension should exceed
			35mm

3	Bulk density	kg/m3	Not less than 600 kg/m3
4	Fines % (Length < 3 mm) (ARB*)	Weight %	Fines ≤ 5%
5	Gross calorific	kcal/kg	Non-torrefied pellets: Not less than 2800
	value (ARB*)		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 <sup>\$</sup>		50 or more
	(HGI)		
9	Particle size distribution \$\$	Weight %	Passing proportion from 2 mm mesh
	(After crushing and pulverising		size sieve: ≥ 75% Passing proportion
	in site lab)		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 the result oftest firing on mutual consent basis without any financial/cost implication to either Owner or Suppliers. The bio-mass pellets should comply with the technical specifications for co-firing set forth in the Ministry of Power's policy/BIS/MNRE standards or specification as prevailing policy/guidelines issued by any competent authority from time to time

**4.1.6** It is the bidder's responsibility to check the quality of the biomass pellets at the delivery location/client site. If the bidder fails to confirm the quality of the biomass pellets as per the client's requirements, in that case, the bidder is responsible for withdrawing and providing replacement biomass pellets at its own cost and risk.

#### 4.1.7 DUTIES TO BE PERFORMED.

- (i) The selected Suppliers/Manufacturers is expected to perform the role as pellet Suppliers for the clients of MAHAPREIT.
- (ii) As per CEA Regulations, it is understood that the pellet 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 a regular basis on the quality of pellets in a prescribed format by thermal Plants from time to time basis.

#### 4.1.8 CONTRACT AGREEMENT:

MAHAPREIT will enter into the contract agreement with empanelled Suppliers/Manufacturers in line with the model contract or use of Biomass in Thermal Power Plants (TPPS) published by Ministry of Power, Government of India date 02<sup>nd</sup> March 2022.

#### 4.1.9 MAHAPREIT ROLE AND CHARGES

MAHAPREIT will be acting as a demand aggregator and will facilitate the entire process between client and the Suppliers. MAHAPREIT will charge the facilitation charges, which will be decided on a case-by-case basis.

#### 4.1.10 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 documentshave been properly signed and whether items are offered as per the BID requirements.

Annexure-1

# Covering Letter (On bidder's letterhead)

(On blade)	retterrieuu
	From:
То:	
Managing Director,	
MAHAPREIT.	
BKC, Mumbai	
Sub: For Empanelment of Suppliers/Manufacturers	for Bio-Mass Pellets to NTPC/TPPs/Other entities in
MAHARASHTRA and other states.	
I/we	Suppliers/Manufacturers of Bio mass Pellets
•	Suppliers/Manufacturers for Bio-Mass Pellets supply
to thermal power Plants in Maharashtra for the follo	owing categories:-
Categories applied for	Yes/No
Category – A (up to 10 TPD)	
Category – B (From 10 to 20 TPD)	
Category – C (From 20 to 30 TPD)	
1. Having examined the RFQ, we, the unders Suppliers/Manufacturers with MAHAPREIT, in fu	signed, bid to propose for the Engagement of
• •	n that these are acceptable to us. We further declare
•	s, if any, found in our bid shall not be given effect to.
	s letter, the qualification and Technical bid, the duly
	tachments including the presentation to be made to
•	remain binding upon us and at any time before the
expiration of the period of engagement.	, , , , , , , , , , , , , , , , , , , ,
	executed between us, this bid, together with your
	cation of award, shall constitute a binding contract
between us.	
5. We hereby declare that all the information and	statements made in this bid are true and accept that
any misinterpretation contained in it may lead t	o our disqualification.
6. We understand you are not bound to accept an	y bid you receive.
Signature In the capacity of	
behalf of on Date at P	-
	Yours faithfully
	Signature & Seal

24

Full Name & Address

#### Annexure-2

# Format of Power of Attorney for Signing Bid Authorization letter (To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Know all men by these presents, we	(name and address of the registered
office) do hereby constitute, appoint and authorize Mr. /Ms	(name and residential
address) who is presently employed with us and holding the po	osition of as our
attorney, to do in our name and on our behalf, all such acts, dee	eds and things necessary in connection
with or incidental to our application for Empanelment of Suppliers	s for Bio-Mass Pellets to Thermal Power
Plants in MAHARASHTRA., including signing and submission of al	documents and providing information
to MAHAPREIT, representing us in all matters before [Insert	t Name], and generally dealing with
MAHAPREIT in all matters in connection with our application for tl	ne said Empanelment. We hereby agree
to ratify all acts, deeds and things lawfully done by our said attor	ney pursuant to this Power of Attorney
and that all acts, deeds and things done by our aforesaid attorne	ey shall and shall always be deemed to
have been done by us.	
For	
	Signature
	Accepted by
	(Signature)
(Na	ame, Title and Address of the Attorney)

**Note:** The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

#### **Check List of Technical Bid**

Sr. No.	Particulars	Uploaded or not	Page No. in the
			Technical Bid
1	Incorporation/Registration Certificate		
2	Star -up Certificate issued by DPIIT		
3	GST Registration Certificate		
4	PAN Card		
5	Audited balance sheet of the last three years FY		
6	Turn Over and Net worth Certificates by CA.		
7	Covering letter (Annexure-1)		
8	Authorisation letter (Annexure-2)		
9	Checklist for technical bid (Annexure-3)		
10	Information about the applying firm (Annexure-4)		
13	Annual turnover (Annexure-5)		
14	Assignment of a similar nature of supplying Bio-		
	mass Pellets/Briquets (Annexure-6)		
15	Contact person for the RFQ (Annexure-7)		
16	Declaration by the bidders (Annexure-8)		
17	Framework for Draft Model Empanelment Agreement (Annexure-9)		
18	Other if any		

#### \* Please write page number as in the box.

#### Please ensure:

- I. That all information is provided strictly in the order mentioned in the check list mentioned above.
- II. Bidders are advised to strictly confirm compliance to mentioned conditions in the RFQ document, and not to stipulate any deviation/conditions in their submission. Subsequent to technical bid submission, MAHAPREIT may or may not seek confirmations/clarifications and bid not in line with conditions of the RFQ shall be liable for rejection.
- III. Any clarification/confirmation bidders may require shall be obtained from MAHAPREIT before submission of the bid. Bidders shall submit complete bidding document including subsequent amendment, modification and revision, duly signed and stamped as a token of having read, understood and accepted all the terms and condition mentioned therein.

(Signature of Authorized Signatory)

Name:

Designation:

#### Annexure-4

#### Information about the Bidders' Firm

(To be submitted in the official letterhead of the company)

SL. No.	Particulars		
1	Name of the Bidders		
2	Address of Bidders with Telephone, Email		
3	Address of the Registered Office		
4	Name & Designation of Authorised		
	Signatory for Correspondence (Attach		
	Power of Attorney as per Annexure-6)		
5	Nature of Firm (Proprietorship/Partnership		
	/Pvt. Ltd./Public Ltd. Co./Public Sector)		
6	Permanent Account Number (PAN)/TIN		
	(Attach proof)		
7	Firm's Registration Number (Attach proof)		
8	GST Registration Number (Attach proof)		
9	Other details and remarks, if any		

(Separate sheet may be used for giving detailed information duly signed)

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

# Turnover and Net Worth Declaration [On the letterhead of Bidding Company]

Managing Director,		
MAHAPREIT.		
BKC, Mumbai.		
Dear Sir,		
Sub: Empanelment of Sup MAHARASHTRA an		Mass Pellets to NTPC/TPC/Other entities in
based on aud	dited annual accounts of the las	rage Annual Turnover of two year is ₹ st three years (FY 2021-22, FY 2022-23, FY of supplying/manufacturing for Bio-Mass
Financial Year	Turn Over (Rs)	Net worth (Rs)
FY 2021-22		
FY 2021-22 FY 2022-23 FY 2023-24		

Annexure-6
Sub: Supply/manufacturing details of similar nature of work during the last 3 years at the date of submission of bid.

Sr .NO	Name of the client	Qty of supplied	Date of PO/WO, etc	Indicative cost of the
		bio mass	(DD/MM/YYYY)	order.
		Pellets/briquets in		
		MT		

Note: Please attach documentary proof.

(Signature of Authorized Signatory)

Name:

Designation:

Annexure-7

#### **Contact Person for the RFQ**

#### [On the letterhead of Bidding Company]

1	Contact Person name for RFQ	
2	Designation	
3	Contact No. (phone & mobile)	
4	e-mail ID	
5	Corresponding address with Pin	
	code	
6	Remarks	

(Signature of Authorized Signatory)

Name:

Designation:

#### Annexure-8

# Declaration by the Bidders (To be submitted in the official letterhead of the company)

	I/We	9						(	here in after referr	ed to
as	the	Bidders)	being	desirous	of	applying	for	the	Empanelment	for
(									work unde	r the
abov	e-menti	ioned tende	r (RFQ) ar	nd having full	y unde	erstood the n	ature o	f the wo	ork and having care	efully
note	d all the	terms and	condition	s, specification	ons etc	as mention	ed in t	he tend	er (RFQ) documen	t, DC
HFRI	BY DEC	I ARF THAT								

- 1. The Bidders is fully aware of all the requirements of the tender (RFQ) document and agrees with all provisions of the tender (RFQ) document.
- 2. The Bidders is capable of executing and completing the work as required in the tender (RFQ).
- **3.** The Bidders accepts all risks and responsibilities directly or indirectly connected with the performance of the tender.
- **4.** The Bidders has no collusion with any employee of MAHAPREIT or with any other person or firm in the preparation of the bid.
- **5.** The Bidders has not been influenced by any statement or promises of MAHAPREIT or any of its employees, but only by the tender document.
- **6.** The Bidders is financially solvent and sound to execute the work.
- **7.** The Bidders is sufficiently experienced and competent to perform the contract to the satisfaction of MAHAPREIT.
- **8.** The information and the statements submitted with the tender (RFQ) are true.
- **9.** The Bidders is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
- **10.** The Bidders has not been debarred from similar types of work by any Government Dept. /PSU.

(Signature of Authorized Signatory)

Name:

Designation:

#### (Framework for DRAFT MODEL EMPANELMENT AGREEMENT)

This Empanelment Agreement is made and entered into on this day of, 2025, at Mumbai, Maharashtra,
BY AND BETWEEN:
Mahatma Phule Renewable Energy & Infrastructure Technology Ltd. (MAHAPREIT), a Government of Maharashtra Undertaking, having its registered office at B-501 Pinnacle Corporate Park, Bandra Kurla Complex, Bandra East, Mumbai – 400051 (hereinafter referred to as the "Authority" or "MAHAPREIT", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) OF THE FIRST PART
AND
, a [company/LLP/firm] registered under the laws of India, having its registered office at, (hereinafter referred to as the "Agency", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, legal representatives and permitted assigns) OF THE SECOND PART
WHEREAS:
1. MAHAPREIT issued a Request for Qualification (RFQ No. MAHAPREIT/BMP/25-26/E2) dated inviting proposals from eligible agencies For Empanelment of Suppliers/Manufacturers for

- Bio-Mass Pellets to NTPC/TPPs/Other entities in MAHARASHTRA and other states.

  2. The Agency submitted its response and has been found eligible for empanelment as per the terms and conditions of the said RFQ.
- 3. MAHAPREIT has agreed to empanel the Agency to participate in future projects under this scheme on a non-exclusive basis for a period of two years, extendable at MAHAPREIT's discretion.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

#### 1. SCOPE OF EMPANELMENT:

- The Agency is hereby empanelled for undertaking the scope of services as per the RFQ for Suppliers/Manufacturers for Bio-Mass Pellets to NTPC/TPC/Other entities in MAHARASHTRA and other states.
- The actual allocation of work will be through subsequent financial bids invited from empanelled Agencies on a project-to-project basis.

#### 2. TERM AND TERMINATION:

- This Agreement shall be valid for two (2) years from the date hereof and may be extended by MAHAPREIT for an additional one year based on performance.
- MAHAPREIT may terminate this Agreement, without assigning any reason, by giving thirty (30) days' prior written notice.
- Termination shall also be applicable in cases of breach, misrepresentation, insolvency, or non-performance.

• In the event of non-performance of assigned work or breach of project-specific contract terms by the Agency, MAHAPREIT may remove the Agency from the empanelled list without further notice and forfeit any applicable security or performance guarantees.

#### 3. OBLIGATIONS OF THE AGENCY:

- Maintain eligibility throughout the empanelment period.
- Submit financial bids for specific assignments as per MAHAPREIT's request.
- Ensure strict adherence to all technical specifications, performance guarantees, and timelines.
- Comply with prevailing government protocols and facilitate third-party audits.
- Pay empanelment fee of Rs. 25,000/- + GST as a one-time, non-refundable charge.

#### 4. PERFORMANCE STANDARDS:

- Each project awarded under this empanelment will be governed by a separate work order.
- Such a contract will include an energy savings guarantee of at least 30%, M&V protocols, penalties
  for shortfall in savings, and contract duration ranging from min 8 years, applicability as per Clause
  3.34.5 (b). Adhere to all prevailing regulations and norms issued by the appropriate authority from
  time to time.

#### 5. PAYMENTS AND SETTLEMENT:

• Payments and settlement will be decided at the time of issuance of the work order on case to case basis.

#### 6. **CONFIDENTIALITY**:

• The Agency shall maintain strict confidentiality of all proprietary and sensitive information obtained from MAHAPREIT or during project execution.

#### 7. INTELLECTUAL PROPERTY:

• All project-specific designs, reports, and documentation prepared during the course of engagement shall be the property of MAHAPREIT.

#### 8. DISPUTE RESOLUTION

- All disputes shall first be attempted to be resolved amicably.
- Failing which, they shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 (as amended), through an institutional arbitration center such as Mumbai Centre for International Arbitration (MCIA).

#### 9. GOVERNING LAW AND JURISDICTION

- This Agreement shall be governed by the laws of India.
- The courts at Mumbai shall have exclusive jurisdiction over all matters arising out of or in connection with this Agreement.

#### **10. MISCELLANEOUS:**

- This Agreement shall not be construed as a guarantee of work.
- MAHAPREIT retains the right to empanel multiple agencies at L1 rate and allot work based on competitive selection.

- No joint ventures or to expiate the project consortiums are permitted.
- The Agreement shall be signed in counterparts, each of which shall be deemed to be an original.
- The Agency shall indemnify, defend, and hold harmless MAHAPREIT and its officers from any
  third-party claims, losses, liabilities, costs, or expenses arising out of or in connection with the
  Agency's acts, omissions, or breach of this Agreement.
   Neither party shall be held liable for
  failure to perform its obligations due to force majeure events such as natural disasters, strikes,
  war, or government actions, provided such events are beyond the reasonable control of the
  affected party.
- The Agency shall maintain all records and documents related to assigned work for a period of at least five (5) years and shall make them available to MAHAPREIT or its auditors on demand.
- MAHAPREIT's liability under this Agreement shall be limited to the amounts payable under any
  project specific contract, and in no event shall MAHAPREIT be liable for indirect, consequential,
  or punitive damages.
- The Agency shall avoid any engagement or association that may give rise to a conflict of interest with its obligations under this Agreement. Disclosure of any such potential conflict shall be made in writing to MAHAPREIT immediately.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

For MAHAPREIT (Signature)
Name:
Designation:
Seal:
For the Agency (Signature)
Name:
Designation:
Seal:
In the presence of:
1
2.