

EOI NO.: MAHAGENCO/CE/FM/BIOMASS/2024-25/E-01



**MAHARASHTRA STATE POWER
GENERATION CO. LTD.**

FUEL MANAGEMENT

EXPRESSION OF INTEREST (EOI)

FOR

**SETTING UP A NON-TORREFIED
BIOMASS PELLETS MANUFACTURING
PLANT THROUGH PRIVATE
INVESTMENT WITHIN
5 KM RADIUS OF KORADI TPS WITH
MINIMUM CAPACITY OF 150 MT PER
DAY FOR SUPPLY TO KORADI TPS**

INVITATION FOR EXPRESSION OF INTEREST

SETTING UP A NON-TORREFIED BIOMASS PELLETS MANUFACTURING PLANT THROUGH PRIVATE INVESTMENT WITHIN 5 KM RADIUS OF KORADI TPS WITH MINIMUM CAPACITY OF 150 MT PER DAY FOR SUPPLY TO KORADI TPS

Date of issuance of invitation: 19.03.2025

Date of issuance of 1st Corrigendum: 15.04.2025

Date of issuance of 2nd Corrigendum: 22.04.2025

Date of issuance of 3rd Corrigendum: 14.05.2025

Date of issuance of 4th Corrigendum: 22.05.2025

Date of issuance of 5th Corrigendum: 05.07.2025

The Maharashtra State Power Generation Co. Ltd., Mumbai, India (MAHAGENCO) MAHAGENCO invites Expression of Interest (EOI) setting up a non-torrefied Biomass Pellets manufacturing Plant through private investment within 5 Km Radius of Koradi TPS with minimum capacity of 150 MT Per Day for supply to Koradi TPS.

Amended EOI document (2nd Amendment) is available Mahagenco's website <http://www.mahagenco.in> under Tenders-Head office tenders tab. The interested bidders/companies can download the EOI document free of cost.

Last date for queries/ seeking clarification	22.04.2025 17:00 Hrs. IST
Last date of Download of EOI	15.07.2025 15:00 Hrs. IST
Last date of Submission of EOI	15.07.2025 17:00 Hrs. IST

MAHAGENCO reserves the right to cancel/withdraw this Invitation for EOI without assigning any reason for such decision.

CHIEF ENGINEER (FM)

NOTE:

Offers shall be submitted in physical copies along with all supporting documents. The instructions to bidder/ terms and conditions appearing in this EOI document only shall be applicable.

**EXPRESSION OF INTEREST (EOI) FOR
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SECTION – I: EOI INFORMATION

1. Introduction:-

The Maharashtra State Power Generation Co. Ltd. is a Govt. owned Company of the State of Maharashtra engaged in the business of generation of electricity. As one of the largest state-owned power generation companies in India, MAHAGENCO is committed to community development, environmental sustainability, and adherence to government guidelines for biomass utilization in power generation. About 65 % generation of the State of Maharashtra is thermal based on coal.

To reduce greenhouse gas emission from its coal-based power plants, Mahagenco intends to utilize Non Torrefied pellets along with coal for power generation through biomass co-firing. Ministry of Power (MoP) issued revised policy dated 8th Oct 2021 with notification number 11/86/2017-Th. II, for Power generation through Co-firing of Biomass in Coal Based Power Plants. The Policy mandates use of 5% to 10 % blend of Biomass pellets made, primarily agro residue along with Coal. Furthermore SAMARTH's Mission Director vide letter dated October 11, 2023 directed necessary action for initiating biomass co-firing and setting up dedicated biomass pellet manufacturing units within or near Thermal Power Plant (TPP) premises.

2. About expression of interest (EOI):-

MAHAGENCO invites Expressions of Interest (EOI) for the setting up a non-torrefied Biomass Pellets manufacturing Plant through private investment within 5 Km Radius of Koradi TPS with minimum capacity of 150 MT Per Day for supply to Koradi TPS. The initiative aligns with Ministry of Power circulars dated October 8, 2021, June 16, 2023, and October 11, 2023 mandating the use of 5% to 10 % blend of Biomass pellets in coal-based thermal power plants and setting up dedicated biomass pellet manufacturing units within or near TPP premises.

Existing manufacturers/ established parties having already established biomass manufacturing plant of minimum 100 TPD capacity within the radius of 200 Km from Koradi TPS and willing to establish a new 150 MT/day biomass pellet manufacturing plant through private investment dedicated for Mahagenco within a 5 km radius of Koradi TPS can participate in this EOI.

3. Qualifying Requirements for Bidders:

- a) The Bidder shall be of Indian nationality AND / OR a Company/ Sole Proprietorships /Partnerships / Limited Liability Partnerships / Consortium registered in India AND / OR Non-Resident Indians/ Person of Indian Origin AND / OR a Multinational Company having its registered office in India. /Overseas Corporate Bodies having its registered office in India:

- b)** Consortium: Consortium of maximum 3 members shall be allowed for this EOI. Any member of consortium can be nominated as lead member & percentage share of the member shall be decided by consortium members. The successful consortium should form a Special purpose vehicle (SPV) within 30 days from the award of the tender.
- c)** Bidder or one of the Consortium member should have already established biomass pellet manufacturing plant of minimum 100 TPD capacity within the radius of 200 Km from Koradi TPS. Bidder or one of the Consortium member should have a minimum 5 years of experience in biomass pellet manufacturing since its date of establishment. The average actual production for last 3 years of said unit for Agro based biomass pellet should be at least 10,400 MT / Per Annum.
- d)** Bidder should have the Average Annual Financial Turnover for any 3 years during last five (5) years, ending 31st March of the previous financial year (i.e. 31.03.2024) should be at least Rs.32 Crores. In case of consortium, Average Annual Financial Turnover Requirement is to be jointly fulfilled by the members of consortium.

And

The net worth of the tenderer / bidder / lead member of consortium as on 31st March of previous financial year (i.e. as on 31.03.2024) shall be positive.

(As defined under section 2 (57) of Companies Act 2013; “Net worth” as the aggregate value of the Paid-up Share capital and all reserves created out of the profits (securities premium account and debit or credit balance of profit and loss account) after deducting the aggregate value of the accumulated losses).

- e)** The Bidder must indicate availability of minimum of 20,000 square meters of industrial-sanctioned land within a 5 km radius of Koradi TPS with supporting documents.
- f)** The manufacturer/ supplier should guarantee the technical parameters of biomass pellets as given in the Table below.

S.N.	Technical data	Unit	Specifications for Non Torrefied pellets
1	Base material	-	Agro residue/ Crop/ Crop residue and other base material mentioned in MoP letter no. F. No. 11/ 86/ 2017- Th.II (C.No 238797) dated 03.05.2023
2	Diameter	mm	Not more than 25 mm No other dimension should exceed 35 mm
3	Bulk density	kg/m3	Not Applicable for non torrefied pellets
4	Fines% (length <3 mm) (ARB*)	Weight %	fines ≤ 5%

5	Gross calorific value (ARB)**	Kcal/Kg	Non-Torrefied : 3700-4000
6	Total Moisture (ARB*)	Weight %	Not more than 14%
*ARB – As Received Basis			

4. **Selection methodology:** - The bidders shall be evaluated by Mahagenco as per the aforementioned qualifying requirements. Bidders shall be short listed through this EOI based on the information provided by them in Section-III, Annexure-2. Such short listed bidders will be asked to register themselves on Mahagenco's e-tendering platform and subsequently limited or open tender shall be floated. The detail terms and conditions of bid specification shall be formulated as per the response received in EOI.

5. Responsibility Matrix:-

a) Responsibilities of Bidders:-

- To arrange minimum of 20,000 square meters of industrial-sanctioned land within a 5 km radius of Koradi TPS at their own cost.
- To set up a non-torrefied Biomass Pellets manufacturing Plant through private investment within minimum possible time.
- To offer jobs for project-affected individuals of power stations of Mahagenco.
- To manufacture non-torrefied Biomass Pellets from Agro residue/ Crop/ Crop residue and other base material mentioned in MoP letter no. F. No. 11/ 86/ 2017- Th.II (C.No 238797) dated 03.05.2023 as per technical parameters mentioned hereinabove.
- To Sale of non-torrefied biomass pellets to Mahagenco at the discovered rate in the tendering process for contractual period.

b) Responsibilities of Mahagenco:-

- MAHAGENCO will enter into long-term agreements of 10+ years with selected parties for the procurement of biomass pellets at the discovered rate.
- MSPGCL will only enter into long-term purchase contracts. Mahagenco will not undertake any capital expenditure (capex). This will be a purely private investment.

6. **Procurement price:** - Bidders shall quote the tentative FOR Destination TPS price of non-torrefied biomass pellets for Koradi TPS along with detail price breakup and justification.

The prices submitted in response to this EOI are indicative and non-binding in nature. These prices are sought solely for market assessment and budgetary planning purposes. Submission of tentative prices does not constitute an offer or a commitment by either party. The final price determination shall be subject to a separate tendering/contracting process, taking into account prevailing market conditions, detailed technical requirements, and negotiations, if any. The authority reserves the right to reject any or all EOIs without assigning any reason and shall not be liable for any claims arising from the submission of tentative pricing information.

7. Billing and Payment:-

a) 75% payment on receipt of materials at site and receipt of test results on 10 days lot basis

b) Balance 25% payable after adjustment of price and quantity on basis of quality results.

Detail payment terms will be formulated in the bid specification of limited or open tender.

8. Price escalation:-

Considering the long term procurement, the price escalation applicable for the Non-Torrefied pellet in line with MoP's revised model contract agreement dated 06.01.2023 as under.

Price escalation: For destination Prices quoted by the Supplier shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour, Diesel, Electricity, cost of raw material in accordance with the procedures specified below:

It is understood that the price component of the items for any shipment/dispatch comprises of a fixed portion (designated as 'F' and the value of which is specified hereunder) and a variable portion linked with the indices for raw material, labour, Diesel, Electricity (description and co-efficient as enumerated below).

The amount of price adjustment towards variable portion payable/recoverable on each shipment/dispatch shall be computed as under:

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 \{ F + a \times (A1/A0) + b \times (B1/B0) + d \times (D1/DO) + Lb \times (L1/L0) \}$$

Where,

EC = Adjustment to FOR destination Price Component expressed in the currency of the Contract payable to the contractor for each shipment/dispatch.

EC1 = Adjusted Amount of FOR destination Price Component expressed in the currency of the Contract payable to the Contractor for each shipment/dispatch.

EC0 = FOR destination Price for the item in the currency of the Contract, shipment/dispatch wise.

F = The fixed portion of Component of the Contract Price. It shall be 0.08.

a = Co-efficient of High speed Diesel fuel, it shall be 0.13

b = Co-efficient Electricity, it shall be 0.17

d = Co-efficient for raw material component, it shall be 0.42

Lb = Co-efficient for labour component which shall be 0.20

A0 = High Speed diesel oil price as on one month prior to date of submission of Price bid.

A1 = High Speed diesel oil price as on one month prior to the date of shipment.

Note: Price of High-Speed diesel oil, at Pump Station of Indian Oil Corporation or HP or any other Govt. oil company nearest to the Project Site, where the material shall be delivered. (Selling price inclusive of taxes and duties as per litre of H.S.D. Oil).

BO = WPI (Electricity) as on one month prior to date of submission of Price bids.

BI = WPI (Electricity) as on one month prior to the date of shipment.

Note: As per Office of Economic Advisor

DO = Raw material price as on one month prior to date of submission of Price bids. DI = Raw material price as on one month prior to the date of shipment.

Note: The values of DI & DO shall be derived from Central Electricity Regulatory Commission (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulation, 2020 as per the applicable year. The CERC regulations considers an escalation of 5% per year in the raw material price.

LO = All India Consumer Price Index for Industrial workers (All Indian Monthly Average) as on one month prior to date of submission of Price bid.

LI = All India Consumer Price Index for Industrial workers (All Indian Monthly Average) as on one month prior to the date of shipment.

Note: As published by Labour Bureau Shimla, Govt. of India.

9. Acceptance range of key technical parameters and price/quantity adjustment:-

In case consignment of biomass pellets does not meet the guaranteed price parameters for GCV, moisture content and fines%, but are within the acceptable limit as given in Table below, the consignment shall be accepted but with pro rata price/ quantity adjustment.

Acceptance range of key technical parameters (on as received basis) with price/ quantity adjustment is as tabulated below.

Sr. No.	Technical data	Unit	Price Parameter	Acceptance range	Rejection level (off-spec level)
1	Gross Calorific Value (ARB*) – Non torrefied	kcal/kg	3700	Above 3000	Less than 3000
2	Fines% (ARB)	Weight %	5%	Less than 25%	More than 25%
3	Total Moisture (ARB*)	Weight %	14%	Less than 14%	More than 14%

** ARB: As Received Basis.*

I. Price Adjustment for Gross Calorific Value (GCV)

- a) Supplier shall supply the agro residue based Non-Torrefied biomass pellets of GCV ARB not less than 3700 kcal/kg.

In case upward GCV variation above 3700 Kcal/Kg, the GCV ARB will be considered as 3700 Kcal/Kg.

- b) In case of downward GCV ARB variation from 3700 Kcal/Kg, pro-rata price adjustment shall be done for GCV ARB variation up to 3300 Kcal/Kg of supplied material as per following formula:

For GCV ARB 3700 Kcal/Kg > GCV ARB =>3300 Kcal/Kg [For GCV less than 3700 Kcal/Kg AND more than or equal to 3300 Kcal/Kg]

Adjusted FOR price = [Quoted FOR price x Actual GCV (ARB)] / Quoted GCV (ARB)

For GCV 3300 Kcal/Kg > GCV =>3000 Kcal/Kg [For GCV less than 3300 Kcal/Kg AND more than or equal to 3000 Kcal/Kg]

Adjusted FOR price = 0.75 x [Quoted FOR price x Actual GCV (ARB)] / Quoted GCV (ARB)

- c) In case of GCV (ARB) is less than 3000 kcal/Kg, then pellets will be considered as rejected / off-spec pellets.

Note: In case, supplier is found to frequently supply the material of GCV less than 3300 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 currency of contract even after issuing warning letter then Contract shall be liable for cancellation.

II. Recovery on Account of Excess Fines in Consignment

Dimension of agro residue-based pellets has been given in the technical specification which shall be adhered to dust, crushed agro residue-based pellets in consignment as received at Power Plant shall be treated as fines and there shall be recovery on account of excess fines (ARB) if it exceeds 5%. The recovery on account of excess fines will be worked out as per the following formula.

Recovery = $(\frac{1}{4}) \times$ Adjusted price of biomass pellets x W x (Weight% of fines beyond 5%.)

W = weight of consignment supplied

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

III. Rejection level / Off spec level :-

Material supplied of GCV ARB less than 3000 Kcal/Kg or Total Moisture (ARB) more than 14% or Fines more than 25% will be considered as off-spec pellets and in case such off-spec pellets already consumed at TPS, only lower of quoted and actual transportation cost from manufacturing plant to destination TPS shall be reimbursed along with cost of Non-Torrefied biomass pellets as Rs. 1 /- per MT. However, the other liabilities, such as liquidated damages, penalties etc for supply of the off-spec Non-Torrefied biomass pellets shall be recovered from the supplier:

10. EOI Timelines:

The interested bidders/companies can download the EOI document free of cost from Mahagenco's website <http://www.mahagenco.in> under Tenders-Head office tenders tab. Important dates for the EOI are following:

Last date for queries/ seeking clarification	22.04.2025 17:00 Hrs. IST
Last date of Download of EOI	15.07.2025 15:00 Hrs. IST
Last date of Submission of EOI	15.07.2025 17:00 Hrs. IST

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SECTION – II: INSTRUCTIONS TO THE BIDDER

1. GENERAL INSTRUCTIONS:

- a. Language of the responses to EOI or any query/ clarifications/ correspondences shall be in English only.
- b. For expression of interest, Application Form and Annexures given in Section-III shall be duly filled and sent to Mahagenco by the bidder in hard copy.
- c. Bidder should go through Section-I and Section-II thoroughly before filling and submitting the application form and annexures in Section-III.
- d. Bidder shall mention the name and contact details of two persons, with complete address, phone number and email id.
- e. Mahagenco may, at its sole discretion, ask for additional information/ documents and/ or seek clarifications from the bidder (s) after the deadline for submission of a response, for the purpose of clarity in response submitted.

2. CORRIGENDUM:-

At any time before the last date of submission of EOIs, Mahagenco may, for any reason, whether at its own initiative or in response to a clarification requested by the bidder, modify the EOI document. The amendment will be posted on the website and will be binding on the bidder (s) and the bidder will give due consideration to the same, while they submit their EOIs, and would invariably enclose documents/ information, as required, on account of the amendment, as a part of the EOI. Mahagenco may, at its discretion, extend the deadline for the submission of EOIs.

3. CONTENT OF EOI:

The application of EOI consists of the following:

- a) Covering Letter in Annexure 1, and
- b) Information to be filled in Annexure 2
- c) Supporting documents

4. SUBMISSION OF EOI:-

For consideration of EOI, bidders are required to submit the hard copy in sealed envelope, in person till the last date of submission of EOI to the following address

The Chief Engineer (FM)
Maharashtra State Power Generation Co. Ltd.,
Fuel Management Department, 3rd Floor, 'Prakashgad', Plot No. G-9,
Bandra (E), MUMBAI – 400 051,
Maharashtra (India)

Email: cefmc@mahagenco.in,

All the pages of the response should be duly stamped and signed by the authorized signatory in whose favour the Power of Attorney is issued.

MAHAGENCO reserves the right to reject or accept any or all applications, cancel/withdraw the EOI process without assigning any reason whatsoever and in such case, the BIDDER shall not have any claim arising out of such action. MAHAGENCO bears no responsibility or liability of any kind in reference to the EOI.

5. OPENING OF RESPONSES TO THE EOI:

The responses to the EOI shall be opened as per the time schedule of 1500 Hrs. at the date as mentioned in Section-I and will be communicated to the bidder (s) via e-mail.

In the event of any of the above dates falling on a day that is not a working day or which is a public holiday, the responses shall be opened on the next working day at the same venue and time.

6. RESPONSIVENESS CHECK OF EOI:

Responses shall be deemed non-responsive for the following reasons:

- a) Responses that are incomplete, i.e., not accompanied by any of the applicable formats inter alia covering letter, power of attorney, applicable undertakings, provided in more details at annexure in Section-III;
- b) Responses not signed by authorized signatory and/or stamped in the manner indicated in this EOI;
- c) Material inconsistencies in the information/ documents submitted by the Bidder
- d) An Bidder submitting more than one response to this EOI either itself or through an affiliate or subsidiary company;
- e) Response validity being less than that required as per Clause 5 of section-I of this EOI;
- f) Response not received by the response Deadline;
- g) Response having Conflict of Interest;
- h) Bidder delaying in the submission of additional information or clarifications sought by MAHAGENCO, as applicable;

All bids that shall meet the responsive check requirements set out above in this section of the EOI document shall be considered as responsive. In case of non-submission of relevant details as above, the responses may be considered as “Non-responsive”, at the sole discretion of MAHAGENCO and will not be considered further.

7. COSTS AND EXPENSES TOWARDS RESPONSE TO EOI

The Bidders shall be responsible for all the costs associated with the preparation of the response and participation in discussions and finalization & execution of the documents related with this EOI, MAHAGENCO shall not be responsible in any way for such costs, regardless of the conduct or outcome of this short-listing/ selection process.

8. CONFIDENTIALITY

The Bidders undertake to hold in confidence this EOI and any document related or pursuant to this EOI and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- a) To their professional advisors;
- b) To their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;
- c) Disclosures required under applicable law, without the prior written consent of the other parties of the concerned agreements.

Provided that the Bidder(s) agrees and acknowledges that MAHAGENCO may at any time, disclose the terms and conditions of this EOI and any document related or pursuant to this EOI to any person, to the extent stipulated under the applicable Law.

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Section-III: Application Form & Annexures

ANNEXURE-1

FORMAT FOR COVERING LETTER CUM UNDERTAKING

(The covering letter should be on the Letter Head of the Bidder)

Date :

To,

Sub.: (INVITATION FOR EXPRESSION OF INTEREST)

Ref.: EOI NO.: MAHAGENCO/CE/FM/BIOMASS/2024-25/E-01 dated _____

Dear Sir,

We, the undersigned [Insert the name of the “Bidder”]
having read, examined and understood in detail the (INVITATION FOR EXPRESSION
OF INTEREST).

We confirm that neither we nor any of our Parent Company/ Affiliate/ Ultimate
Parent Company has submitted a response other than this response directly or indirectly in
response to the aforesaid EOI.

1. We give our unconditional acceptance to the EOI, issued by MAHAGENCO, including amendment, if any. In token of our acceptance to the EOI, the same has been signed & stamped by us and enclosed to the response. We hereby confirm that the provisions of the EOI shall be binding on us.
2. We have submitted our response strictly as per provisions and formats of the EOI, without any deviations, conditions and without mentioning any assumptions or notes.
3. We hereby unconditionally and irrevocably agree and accept that the decision made by MAHAGENCO in respect of any matter regarding or arising out of the EOI shall be binding on us. We hereby expressly waive any and all claims in respect of the EOI process. We confirm that there are no litigations or disputes against us, which materially affect our ability to participate or function under the obligations with regard to EOI.

4. Details of the contact persons are furnished as below:

a)	b)
Name:	Name:
Designation:	Designation:
Address:	Address:
Contact numbers:	Contact numbers:
Email id:	Email id:

5. We are enclosing herewith the entire response containing duly signed formats and supporting documents to MAHAGENCO as per the EOI for consideration.
6. It is confirmed that our response is consistent with all the requirements of submission as stated in the EOI and subsequent communications from MAHAGENCO if any.
7. The information submitted in our response is complete, strictly as per the requirements stipulated in the EOI and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response.
8. We confirm that all the terms and conditions of our response are valid for acceptance for a period of twelve (12) months from the response Deadline.
9. We confirm that we have not taken any deviation so as to be deemed “Non-Responsive” as stipulated in Section-II of this EOI.
10. We understand that you are not bound to accept any response you receive.

Yours sincerely

(Name, Designation and Signature of Authorized Person)

ANNEXURE-2**INFORMATION TO BE SUBMITTED BY BIDDER**

Sr. No.	Details to be submitted		Supporting document required	Actual document/details submitted (<i>to be filled by bidder</i>)
A	GENERAL DETAILS			
	A1	Name of Organization:-		
	A2	Address of Organization:-		
	A3	Contact Details of the representative (Email, Phone, Fax, Mobile):-	1. 2.	1. 2.
	A4	Company Registration Details:-	Incorporation Certificate / MSME Certificate for bidder or Consortium Agreement in prescribed format (Annexure-V) along with Incorporation Certificate / MSME Certificate for each member of consortium	
	A4	GST registration:-	GST registration Certificate	
	A5	Power of Attorney	Power of Attorney/(ies) in prescribed format (Annexure-IV(A)) or Annexure-IV(A) & IV(B))	
B	Experience Details:-			
	B1	Location of bidder's/ one of the Consortium member's already established biomass manufacturing plant of minimum 100 TPD capacity within the radius	CA certificate with UDIN mentioned for 100 TPD plant capacity and its location.	

		of 200 Km from Koradi TPS		
	B2	Bidder or one of the Consortium member should have a minimum 5 years of experience in biomass pellet manufacturing since its date of establishment.	CA certificate with UDIN mentioned for minimum 5 years of experience in biomass pellet manufacturing since its date of establishment.	
	B3	Average actual production and supply for last 3 years of said unit for Agro based pellet should be at least 10,400 MT / Per Annum	Experience Certificate/(s) in prescribed format (Annexure-VI) along with copies of supply order executed	
	B4	Industrial-sanctioned land details within a 5 km radius of Koradi TPS	Industrial-sanctioned Land ownership documents / Registered Lease Agreement for Industrial-sanctioned Land / Commitment letter from land owner along with their Industrial-sanctioned land ownership documents	
C	FINANCIAL DETAILS			
	C1	CA certificate for Average Annual Turnover and Copy of audited annual report for any three years in last five years for bidder / each member of consortium	CA certificate for Average Annual Turnover with UDIN mentioned. And Audited annual reports for relevant years with CA signed and UDIN mentioned. In case of consortium, CA certificate for Average Annual Turnover with UDIN mentioned is required	

EOI NO.: MAHAGENCO/CE/FM/BIOMASS/2024-25/E-01 (2nd Amendment)

			from all consortium members	
	C2	CA certificate for net worth as on 31st March of previous financial year (i.e. as on 31.03.2024) for bidder / lead member of consortium	CA certificate for net worth with UDIN mentioned	
D		Guarantee for the technical parameters of biomass pellets	No deviation Certificate in prescribed format (Annexure-VII) And Latest revision of EOI document duly signed and sealed on each page	
E		FOR Rate of non-torrefied Biomass Pellets including Taxes for Koradi TPS from proposed plant:-	Attach detail rate bifurcation and justification sheet.	
F		Time in nos. of days for setting up of plant and commencement of non-torrefied Biomass Pellets supplies to Koradi TPS		
G		Other Details bidder wishing to submit		

ANNEXURE –III

**FORMAT FOR IRREVOCABLE COMMITMENT LETTER FROM
INDUSTRIAL-SANCTIONED LAND OWNER (ON THE LETTER HEAD)**

Ref. No.

DATED

TO WHOMSOEVER IT MAY CONCERN

Subject:- Irrevocable Commitment letter by _____ (*name of Industrial-sanctioned Land owner*) for setting up a non-torrefied Biomass Pellets manufacturing Plant through private investment to M/s _____ (*Name of bidder*) for the EOI NO.: MAHAGENCO/CE/FM/BIOMASS/2024-25/E-01

I/We, _____ [*Industrial-sanctioned Land owner Name*], having Industrial-sanctioned Land at _____ [*Industrial-sanctioned Land Address*], hereby issue this irrevocable commitment to confirm that we will allow _____ [*Name of bidder*] for setting up a non-torrefied Biomass Pellets manufacturing Plant through private investment at our land for onward supply to Maharashtra State Power Generation Co. Ltd. for its EOI NO.: MAHAGENCO/CE/FM/BIOMASS/2024-25/E-01.

Industrial-sanctioned Land ownership documents are enclosed herewith.

This letter is issued on request of M/s _____ (*name of bidder*).

(SIGNATURE OF AUTHORISED PERSON with Company stamp)

PLACE:

DATE:

Encl:- Industrial-sanctioned Land ownership documents

ANNEXURE – IV-A

PROFORMA FOR POWER OF ATTORNEY

(To be executed on Rs. 500 stamp paper)

(From bidder/each member of consortium to their person to be submitted in original)

(Maximum three authorized representative are allowed)

Date:

TO WHOMSOEVER IT MAY CONCERN

KNOW ALL MEN BY THESE PRESENTS, that we, (*Name of the Bidder*), 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 the under mentioned persons who are employed with us, as our true and lawful attorneys to 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 Maharashtra State Power Generation Co. Ltd. vide EOI NO.: MAHAGENCO/CE/FM/BIOMASS/2024-25/E-01 for setting up a non-torrefied Biomass Pellets manufacturing Plant through private investment within 5 Km Radius of Koradi TPS with minimum capacity of 150 MT Per Day for supply to Koradi TPS and communication thereof.

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.

Signature of Person authorised

Signature of the Person Authorised

Name

Name

Designation

Designation

Company's Name

Company's Name

IN WITNESS WHEREOF, we, (name of the company), the above named principal have executed this power of attorney and have caused the company seal to be affixed hereunto by (name and designation of company director) in the presence of [] on (date, month and year).

Signature

Name

Designation

Seal of Company

Notes:

- 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).
- Also, wherever required, the company should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the company.
- Maximum two authorized representative are allowed and such authorized representatives only allowed to do contractual communications.

ANNEXURE – IV-B

PROFORMA FOR POWER OF ATTORNEY

(To be executed on Rs. 500 stamp paper)

(To the Lead Member from 1st and 2nd member of consortium

to be submitted in original)

(Two authorized representative are allowed)

Date:

POWER OF ATTORNEY

TO WHOMSOEVER IT MAY CONCERN

We, (name of the partner), a company incorporated under the laws of [] and having our registered office at [] along with (name of the lead member), a company incorporated under the laws of [] and having its registered office at [] have formed a consortium (the “**Consortium**”), to bid for the tender issued by the Maharashtra State Power Generation Co. Ltd. vide Expression of Interest (EOI) NO.: MAHAGENCO/CE/FM/BIOMASS/2024-25/E-01 for setting up a non-torrefied Biomass Pellets manufacturing Plant through private investment within 5 Km Radius of Koradi TPS with minimum capacity of 150 MT Per Day for supply to Koradi TPS.

We, (Name of the member), hereby do hereby irrevocably designate, nominate, constitute, appoint and authorise [], as the lead member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Lead Member**” or “**Attorney**”). We hereby irrevocably authorise the Attorney to do on our behalf and on behalf of the Consortium, all or any of the following acts, deeds or things

- 1) To participate in the EOI NO.: MAHAGENCO/CE/FM/BIOMASS/2024-25/E-01 and to execute and submit the bid on behalf of the Consortium, including executing and submitting any deeds, documents, declarations and undertakings as may be required in respect of the bid and contractual communication thereof;
- 2) To execute the Letter of Award on behalf of the Consortium and to enter into and execute the contract with Mahagenco in accordance with Clause 19 of Section 1 of the Bid Specification, on behalf of the Consortium (the “**Contract**”) after subsequent tendering process in the matter;
- 3) To incur liabilities and receive instruction for and on behalf of the Consortium;
- 4) To take all the action for entire execution of the Contract and accept payments on behalf of the Consortium. We confirm and accept that Mahagenco shall only be liable to make the payments to the Lead Member and upon Mahagenco making the payment to the Lead Member, Mahagenco shall have discharged in full all its liabilities to the Consortium.
- 5) To do any other act or deed in relation to or incidental to submission of the Bid, execution of the Letter of Award, execution and implementation of the Contract on behalf of the Consortium.

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 the Attorney pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by the Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by the Consortium.

IN WITNESS WHEREOF WE THE PRINCIPAL ABOVE NAMED HAVE EXECUTED
THIS POWER OF ATTORNEY ON THIS ____ DAY OF ____ 2....

Signature of Lead Member

Yours faithfully,

Name

Name

Designation

Designation

Address

Seal of Company of
other consortium member

Seal of company of Lead Member

Witnesses:

1.

2.

Notes:

- 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).
- Also, wherever required, the company should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the company.
- Two authorized representative are allowed and such authorized representatives only allowed to do contractual communications

ANNEXURE - V

PROFORMA FOR CONSORTIUM AGREEMENT

(To be executed on Rs. 500 stamp paper)

This Consortium Agreement has been entered by and amongst:

1. (Name of Lead Member) a company registered under ----- (*respective countries law/ Act*) ----- and having its Registered Office at ----- (hereinafter to as “Lead Member”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the First Part; and
2. (Name of Consortium Member-1), a company registered under Indian Companies Act, 1956 and having its Registered Office at----- (hereinafter “1st Consortium Member”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the second part.
3. (Name of Consortium Member-2), a company registered under Indian Companies Act, 1956 and having its Registered Office at----- (hereinafter “2nd Consortium Member”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the third part.

(Name of Lead Member) and (Name of Consortium Member-1) and (Name of Consortium Member-2) are hereinafter individually referred to as “member” and collectively as “members”

WHEREAS

- A. (Name of Lead Member) and (Name of Consortium Member-1) and (Name of Consortium Member-2) are Companies that decided to form a consortium to, inter alia, share their experience, expertise and resource and to be able to supply non-torrefied Biomass Pellets and to provide comprehensive services relating thereto by way of participating in EOI NO.: MAHAGENCO/CE/FM/BIOMASS/2024-25/E-01 for s setting up a non-torrefied Biomass Pellets manufacturing Plant through private investment within 5 Km Radius of Koradi TPS with minimum capacity of 150 MT Per Day for supply to Koradi TPS on the strength of consortium.
- B. The purpose of Consortium is for the members to collaborate their respective businesses, resources and expertise to synergize and effectively and efficiently utilize the inherent strength of all the members in participating in the said EOI for setting up a non-torrefied Biomass Pellets manufacturing Plant through private investment within 5 Km Radius of Koradi TPS with minimum capacity of 150 MT Per Day for supply to Koradi TPS.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE MEMBERS AS FOLLOWS:

1. CONSORTIUM STRUCTURE & SHAREHOLDING

The Members hereby agree that the shareholding and participation in the Consortium shall be as follows.

Consortium Member	Role	Percentage Share (%)
[Lead Member Name]	Lead Member	[XX%]
[Consortium Member-1 name]	Member	[XX%]
[Consortium Member-2 name]	Member	[XX%]

(There should be no change in holding among the consortium members post LOA/work order. The consortium members shall be share-holder of SPV in the same ratio as mentioned in the Consortium Agreement)

2. JOINT AND SEVERAL REPOSNSIBILITY AND LIABILITY:

Members of Consortium, viz., M/s (Lead Member) _____ and M/s. (1st consortium Member) _____ and (2nd consortium Member) _____ shall be liable JOINTLY AND SEVERALLY for discharge of the obligations under the Mahagenco EOI No. MAHAGENCO/CE/FM/BIOMASS/2024-25/E-01 and execution of the contract, in case the bid is found to be successful in subsequent tender process.

All the Members of consortium shall be jointly and severely responsible for losses incurred to Mahagenco arising out of / attributable to contract under EOI No. MAHAGENCO/CE/FM/BIOMASS/2024-25/E-01 .

3. SUBMISSION OF BIDS ETC:

For all purposes, the Consortium members will submit the offer under the said EOI in the name of _____(Name of Lead Member). All correspondence signed, deeds and actions by the authorized representatives _____(Name of Lead Member) authorized for this purpose, would bind the Consortium.

4. MUTUAL COOPERATION:

The parties shall in a spirit of mutual goodwill and co-operation render all assistance to each and other ensure that the purpose of this Consortium is achieved for the benefit of all the parties.

5. VALIDITY PERIOD:

This agreement shall be in force and valid until completion of contract in full under the referred EOI:

6. GENERAL PROVISION:

5.1. NOTICES:

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated (a) by personal delivery, when actually delivered (b) by overnight courier, upon written verification of receipt; (c) by electronic transmission, upon acknowledgement of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may provide in writing.

5.2 DISPUTE RESOLUTION:

In the event of any controversy or dispute between the parties, related matters whatsoever shall be discussed and settled amicably. Mahagenco shall be absolved from any disputes/controversy between the parties.

5.3 GOVERNING LAW:

This Agreement shall be governed in all respects by the Laws of India.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this __ day of _____ 20__.

SIGNED AND DELIVERED for and on behalf of

Lead Member M/s. _____

Authorized Representative

Name:

Designation:

Seal of Company:

Signed and Delivered for and on behalf of

1st Consortium Member M/s. _____

Authorized Representative

Name:

Designation:

Seal of Company:

Signed and Delivered for and on behalf of

2nd Consortium Member M/s. _____

Authorized Representative

Name:

Designation:

Seal of Company:

ANNEXURE – VI

**END-USER CERTIFICATE FOR SUPPLIES OF QUANTITIES
(ON THE LETTER HEAD OF END-USER / PSU)**

Ref. No.

DATED

TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY THAT, M/S _____ (BIDDER) HAVE
SUPPLIED NON-TORREFIED BIOMASS PELLETS TO US AS PER DETAILS GIVEN
BELOW:

Sr. No.	Period of Supply (Financial year)	Supply order/Contract Ref No & Date	Quantity Supplied (MT)

THIS CERTIFICATE IS ISSUED AT THE REQUEST OF M/S _____ (BIDDER)
FOR THE PURPOSE OF PARTICIPATING IN TENDER/S.

(SIGNATURE OF AUTHORISED PERSON WITH FULL
ADDRESS)

PLACE:

DATE:

ANNEXURE – VII

**CERTIFICATE OF ‘NO DEVIATION’
(ON THE LETTER HEAD OF BIDDER/LEAD MEMBER OF CONSORTIUM)**

It is hereby confirmed that we wish to take no deviation in respect of terms and conditions of EOI Document. Any information contradicting terms and conditions of the EOI Document that might have been mentioned elsewhere in our bid is inadvertent and shall be treated as withdrawn.

(Signature of the Authorized Signatory)

(Name)

(Designation)