



LALITPUR POWER GENERATION COMPANY LIMITED

Regd. Office: Village Mirchwara, Burogaon, Tehsil Mehrauni, Distt. Lalitpur – 284123, Uttar Pradesh, India

- Document No: **TENDER/LPGCL/2023-24/T-02**



Rev No 0

BID DOCUMENT

FOR

**SUPPLY OF AGRO BASED RESIDUE BIOMASS TORREFIED & NON TORREFIED PELLETS
1350 MT EACH TO LALITPUR POWER GENERATION COMPANY LIMITED ON
DELIVERED TO PLANT BASIS WITH PRICE VARIATION FOR CERTAIN ELEMENTS**

Corporate Office Address:

Lalitpur Power Generation Company Limited,
Bajaj Bhawan, B10 Sector 3,
Jamnalal Bajaj Marg,
Noida, NCR Delhi - 201301

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1. DISCLAIMERS AND MISC TERMS

1. This Bid Document is not an agreement or offer by Lalitpur Power Generation Company Limited (LPGCL) to the prospective Bidders / Suppliers. The purpose of this Bid Document is to provide potential parties with information to assist the formulation of their Bid.
2. While adequate care has been taken to ensure the accuracy, neither directors nor employees/advisors/consultants make any representation or warranty, express or implied or accept any responsibility or liability, whatsoever in respect of reliability, accuracy and completeness of the facts stated in this Bid Document, and will incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Bid Document. The Bidder/Supplier is advised to conduct appropriate due diligence to assure itself of the accuracy, reliability and completeness of the said facts.
3. The Supplier will make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. While submitting the Bid, the Supplier will be deemed to have inspected and examined the relevant infrastructure at LPGCL station for the satisfactory completion of the supply/work. Bidder should note that LPGCL's testing facilities will be used by multiple Parties including suppliers of LPGCL.
4. LPGCL may at its own discretion, but without being under any obligation to do so, update, amend or supplement this Bid Document. Notice of such change will be uploaded on Lalitpur Power Generation Company Limited's website:-www.lpgcl.com.
5. Suppliers/Bidders in their own interest may communicate to LPGCL through email their preliminary interest in the Bid process, so that in addition to uploading various documents on the website, LPGCL may keep them updated from time to time.
6. Each Supplier/Bidder unconditionally agrees, understands and accepts that LPGCL reserves the right to accept or reject any or all Bids, wholly or partially, and to annul the bidding process without giving any reasons whatsoever at any time prior to award of LOA/contract, and in such case no Supplier/intending Supplier will have any claim arising out of such action.
7. The cost on account of preparation and submission of Bid, negotiations, discussions etc., as may be incurred by the Bidder(s) in the process is not reimbursable by LPGCL, and LPGCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
8. LPGCL reserves the right to modify/cancel this tender process at any stage or reject any or all of the Bids received without assigning any reason whatsoever. Suppliers shall unconditionally accept LPGCL's decision in this regard.
9. Canvassing in any manner may lead to disqualification/blacklisting of the Supplier.

10. In-case of any evidence of cartelization which may be evident by prices being close to one another, behavior during the process of bidding etc., LPGCL Tender committee may decide to summarily reject the bid of such Bidders. The decision of LPGCL Tender Committee will be final & binding in this respect and no protest/objection will be entertained. Such bidders may also be blacklisted for future participation in LPGCL Tenders.

11. Unless otherwise specified, any requisite document is to be submitted in original.

12. LPGCL reserves it's right to make changes/amendments to the terms and conditions of LOA/PO/ Contract which do not have any financial impact.

13. Order of Biomass pellets quantity as approved by LPGCL shall be released against tender.

14. GENERAL CONDITIONS OF CONTRACT (Supply) uploaded separately on the site along with this document, shall also apply and form part of the Contract/Purchase Order as and to the extent applicable. Bidders/Supplier may go through these.

2. GENERAL INFORMATION

Lalitpur Power Generation Company Limited (LPGCL-3X660MW) a part of "Bajaj Group" having total capacity of 1980 MW Coal based Thermal Power Plant based at Village Mirchwara, Burogaon, Tehsil Mehrauni, Distt. Lalitpur Uttar Pradesh, India.

3. SCOPE OF SUPPLY

| S.No | Description of Item | Indicative Qty to be supplied per Day (TPD) | *Quantity (In Tonnes) |
|-------------|---|--|------------------------------|
| 1. | Agro residue based Torrefied Pellets as per Table 1 (Technical specifications) | *100 | *1350 |
| 2. | Agro residue based Non Torrefied Pellets as per Table 1 (Technical specifications) | *100 | *1350 |

***Above quantity is tentative and can be modified based on technical requirement**

Notes:-

1. It will be fixed price contract.
2. Supplier to start the supplies within 7 days from the date of communication receipt from LPGCL. The tentative period of the supply will be from February 2024 to March 2024.
3. Supplier will be required to provide documents in the form of certificate from state authority from where the agro residues have been sourced as evidence along with monthly bills.

TABLE-1

| Sr.No | Technical Data | Unit | Specification for Torrefied/Non Torrefied Pellets |
|-------|-------------------------------------|-------------------|--|
| 1 | Base Material | NA | Agro Residue / Crop Residue (wood Based Pellets not acceptable). |
| 2. | Diameter | Mm | Not more than 25 mm No other dimension should exceed 35mm |
| 3. | Bulk Density | Kg/m ³ | Not less than 600 |
| 4. | Fines%(length<3mm)ARB* | Wt% | Fines<=5% |
| 5. | Moisture ARB* | Wt% | Not more than 14% |
| 6. | Gross Calorific Value (ARB)** | Kcal/Kg | Non Torrefied: to be quoted by vendor (Not less than 2800 Kcal/Kg) Torrefied: to be quoted by vendor (Not less than 3400 Kcal/Kg) |
| 7 | Hard Grove Grindability Index (HGI) | | Not less than 50 (Applicable on Torrefied pellets only) |

Note: Bidder has to ensure compliance with respect to existing biomass policy issued by government and as modified from time to time.

4. Mode of Transportation:

- a. Unloading shall be in the scope of Supplier at a designated place inside LPGCL plant. Supplier shall unload the material at his own cost and extra charges, if any, shall be borne by supplier. Supplier shall supply and ensure that the Material is loose filled in the dumpers (Trucks with hydraulic based auto unloading system).
- b. Supplier shall supply the Material in tarpaulin covered trucks and make sure that it is waterproof to prevent the Material from rain, sunlight and to prevent dusting. Consignments not supplied in tarpaulin covered trucks shall not be accepted.
- c. Demurrage, if any, on the carriage vehicle for any reason shall be borne by the Supplier.

- d. Agro residue /crop residue means the leftover portion of the crop or agriculture produce such as stubble/ straw/ stalk/ husk etc. / horticulture waste etc.
- e. Agro residue based Torrefied pellets / Non Torrefied pellets can be manufactured using single or multiple agro /crop residues together.
- f. The Supplier shall mention the name(s) of agro/crop residue(s) used for manufacturing of Torrefied/Non Torrefied pellets and their approximate proportion in consignment details during dispatch of Material.
- g. Natural additives/binder such as lignin, starch, animal dung etc. can be used for manufacturing pellets, if required and the same shall also be explicitly mentioned by Supplier in consignment details.
- h. LPGCL reserves the right to exclude any base Material/additive/ binder or modify their proportion, if any adverse impact of the base Material/ additives/binder is found on boiler in long run.

4.1 SCOPE OF WORK RELATED TO VEHICLE MOVEMENT INSIDE THE PLANT &PENALTY

- a. Only trained drivers/operators/helpers having valid driving licenses/permits shall be engaged. LPGCL reserves the right to verify such licenses/permits/Registration Certificate/Vehicle Insurance/Pollution Under Control (PUC) Certificate. Further, drivers/ operators/ helpers should be physically and mentally fit for performing their respective duties. Personnel under the influence of alcohol/drugs will be barred from entering the premises.
- b. Every vehicle should be accompanied with trained helper/cleaner who should be directed by supervisors of Supplier to escort the vehicle movement safely inside the plant.
- c. Adequate and qualified manpower shall be deployed for unloading activities for supervision at various places for patrolling en-route to LPGCL Plant and return route from LPGCL Plant and shall report on a daily basis to the authorized Person(s) of LPGCL as required.
- d. Supplier should ensure that loaded Tippers do not take unnecessary halts en- route to the Plant.
- e. Supplier's representative should be available at the time of supply inside LPGCL premises for complete coordination of all activities like unloading, sampling, weighment, gate entry and exit formalities etc.
- f. The Supplier shall execute the work in accordance and compliance with Applicable Laws and Good Industry Practice.

4.2 Penalty for violation of safe and efficient Material transportation to LPGCL's delivery point:

- a. Driver found under influence of alcohol/drugs: Any incidence of Tipper Drivers/ equipment operators and personnel being found under the influence of alcohol/drugs. Penalty shall be Rs 10,000 for first incidence, then Rs 15,000 for second incidence .and from third incidence Rs 20,000 in addition to blacklisting of the concerned personnel/transporter, who shall not be allowed by the Supplier to perform any activity under the Contract.
- b. Over speeding of vehicle. Penalty is Rs 5,000 per incidence.
- c. Overtaking of tippers standing in queue for weighment/ unloading/ in front of plant gate on plant main approach road unless allowed by LPGCL on certain exigencies.

4.3 QUANTITY DETERMINATION

- a. Weighment of trucks shall be carried out on Weighbridges (for tare and gross) at LPGCL Plant. Net weight = Gross weight less the tare weight as measured at LPGCL Weighbridge (WB). The Supplier may witness weighment of trucks, LPGCL representative will accompany the Supplier's representative when any such visit is carried out. Supplier shall intimate LPGCL via e-mail at least two days in advance about the date of such visit.
- b. LPGCL shall provide a copy of calibration certificate of the weighbridge if requested by the Supplier. LPGCL shall undertake the calibration of weighbridges in line with the schedule/practice as recommended by Legal Metrology.
- c. Net adjusted quantity received at LPGCL Power Plant i.e., quantity worked out by LPGCL after carrying out adjustment due to quality variations with respect to the base parameters, if any, shall be applicable for the purpose of payment.

4.4 QUALITY DETERMINATION

- LPGCL receipt and material quality determination shall be carried out at LPGCL laboratory.
- LPGCL shall carry out testing and analysis of material at LPGCL Plant as per the provision of BIS or ASTM, ISO 17829, ISO 18846, IS 1350 or equivalent method at the option of LPGCL.

- **Sample collection:**

Shall be done from every truck arriving at the LPGCL station during the day.

Sample collection will be done from truck-top. The top 25 cm will be removed and then randomly samples will be collected from 4-5 spots. Alternatively, sample shall be collected either during unloading /after unloading.

- **Sample Preparation:**

1. 10 kg or appropriate quantity of sample shall be collected from each truck.
2. Samples will be collected from supplier-wise and product-wise (Torrefied/Non Torrefied).
3. Composite samples will be prepared from every five trucks/Dumpers received in a day to form a lot. In case no. of trucks/Dumpers received from individual supplier is less than five trucks, such no. of trucks will be considered for composite sample for that day. E.g if the number of trucks from one supplier are three (3) in a day, then one (1) composite sample will be prepared by taking samples from all three (3) trucks and if the number of trucks from one supplier are eight (8) in a day then there will be two composite samples (One from first five trucks and second from remaining three trucks).
4. Day means from 00:00 hrs to 24:00 hrs on a particular date.
5. The collected samples will be brought immediately to the LPGCL Chemistry lab premises and all collected samples will thoroughly be mixed for making composite sample followed by coning-quartering until the sample quantity reduces to approximately 3 kg.
6. This 3 kg sample shall be divided into 3 equal parts - one part for LPGCL, one part for the seller, third part for referee purpose.

- LPGCL part of the sample will be made homogeneous powder by mortar and pestle method.

Moisture, ash and GCV determination are done with this sample.

- If moisture value (ARB) exceeds 14 %, the consignment will be rejected.
- If GCV value (ARB) is less than specified kcal/kg, the deviations in GCV or other technical parameters shall be taken up with the vendor as per contractual terms.
- If HGI (Hard grove Grindability Index) is less than 50 in case of torrefied pellets the consignment will be rejected and if the consignment is already fired and later HGI analysis comes less than 50 then no payment will be made against the consignment
- If the percentage of Ash exceeds 20%, the consignment may be dealt with as per contractual terms.

5. RAW MATERIAL FOR PELLET MANUFACTURING

- a. Base material for pellet manufacturing shall be agro residue which means the leftover portion of the agriculture produce such as stubble/straw/stalk/husk of those agro residues which are surplus and not being used as animal fodder such as paddy, soya, arhar, gwar, cotton, gram, jawar, bajara, moong, mustard, sesame, til, maize, sunflower, jute, coffee, etc., groundnut shell, coconut shell, castor seed shell, etc., pine needle, elephant grass, sarkanda and horticulture waste such as dry leaves and trimmings generated during the maintenance and pruning of trees and plants.
- b. Agro residue-based biomass pellets can be manufactured by mixing single or multiple base materials together.
- c. Wood obtained from tree cutting shall not be treated as agro residue and shall not be used as base material or for mixing purposes whatsoever.
- d. The supplier shall mention the name(s) of agro/crop residue(s) used for manufacturing torrefied / non torrefied pellets and their approximate proportion in consignment details during the dispatch of material.

e. Power plants reserve the right to exclude any base material/additive/ binder or modify their proportion if any adverse impact of the base material/ additives/binder is found on the boiler in long run.

Penalties/Correction

Determination of Total Moisture TM Content:

- A. Samples shall be collected from each truck/dumper for TM determination.
- B. TM will be determined by LPGCL Lab based upon IS:1350 (10 gm of 2.9 mm passing sample will be heated for two hours at 108 +/- 2 Deg C. Total Moisture will be calculated as per formula below:
TM % = $(W1-W2) \times 100 / W1$,
Where W1= Initial Weight of Sample (10 grams),
W2= Final weight of the sample.
- C. In case the total Moisture is more than 14%, Material will be rejected by LPGCL.
- D. Note: Before unloading, samples shall be tested for moisture at the station end. If this value is in the rejection level range, the consignment shall be rejected, and it shall be the supplier's responsibility to carry it back at his own cost.

ASH

- Weight correction calculations on account of Ash % (As on received basis) exceeding defined limit will be as under
Weight correction factor on account of ash (A) –
 $A = \{100 + Y - \% \text{ Ash conten(ARB)}\} / 100$
Where Y is the Ash percentage as per specification= 20%.
- For ash content (ARB) less than or equal to 20%, no weight correction shall be done.
- **Corrected Weight of the Consignment ($W_{corrected}$):**
If W is the weight of consignment supplied, then final corrected weight on account of ash corrections shall be calculated as below:
 $W_{corrected} = W \times A$

Where,
A = Weight correction factor on account of ash (A)
- The biomass pellets as worked out above shall be considered for the payment to be made to the supplier.

GCV-ARB For Torrefied Pellets:

Supplier is required to quote GCV Values of biomass pellets in Kcal/Kg.

Maximum Limit of GCV is 5000 Kcal/Kg while Minimum Limit is 3400 Kcal/Kg.

1. For GCV ARB more than 5000 Kcal/Kg, there shall be no additional payment to the vendor.

2. Supplier shall supply the agro based residue torrefied biomass pellets of GCV not less than 3400 Kcal/Kg.
3. Pro-rata price adjustment shall be done For GCV ARB variation within acceptable GCV range of supplied material as per following formula.

Adjusted FOR Price = (Quoted FOR Price*) X (Actual GCV (ARB) /Quoted GCV (ARB))
***FOR price -FOR destination Price**

4. For GCV ARB less than 3400 Kcal/Kg & more than or equal to 3000 Kcal/kg,

Adjusted FOR Price =0.75 x (Quoted FOR Price) X (Actual GCV (ARB) /Quoted GCV (ARB))

5. For GCV ARB less than 3000 Kcal/Kg & more than or equal to 2600 Kcal/kg,

Adjusted FOR Price =0.50 x (Quoted FOR Price) X (Actual GCV (ARB) /Quoted GCV (ARB))

6. In case of GCV ARB is less than 2600 Kcal /Kg, no payment shall be made for already delivered and consumed material of GCV ARB less than 2600 Kcal/Kg.

Note:- In case the supplier is found to frequently supply the material of GCV less than 3400 Kcal/Kg or found to take deviation in other technical parameters, warning letter shall be issued to supplier.

However, if material supplied is below 2600 Kcal/Kg is more than three instances during the execution of contract even after issuing the warning letter then contract shall be liable for cancellation.

Material Supplied of GCV less than 2600 Kcal/Kg is liable for rejection and no payment shall be made for material already delivered and consumed.

GCV-ARB For Non-Torrefied Pellets:

Supplier is required to quote GCV Values of biomass pellets in Kcal/Kg.

Maximum Limit of GCV is 4000 Kcal/Kg while Minimum Limit is 2800 Kcal/Kg.

1. For GCV ARB more than 4000 Kcal/Kg, there shall be no additional payment to the vendor.
2. Supplier shall supply the agro based residue non torrefied biomass pellets of GCV not less than 2800 Kcal/Kg.
3. Pro-rata price adjustment shall be done for GCV ARB variation within acceptable GCV range of supplied material as per following formula.

Adjusted FOR Price = (Quoted FOR Price*) X (Actual GCV (ARB) /Quoted GCV (ARB))
***FOR price -FOR destination Price**

4. For GCV ARB less than 2800 Kcal/Kg & more than or equal to 2400 Kcal/kg,

Adjusted FOR Price =0.75 x (Quoted FOR Price) X (Actual GCV (ARB) /Quoted GCV (ARB))

5. For GCV ARB less than 2400 Kcal/Kg & more than or equal to 2000 Kcal/kg,

Adjusted FOR Price = 0.50 x (Quoted FOR Price) X (Actual GCV (ARB) / Quoted GCV (ARB))

6. In case GCV ARB is less than 2000 Kcal /Kg, no payment shall be made for already delivered and consumed material of GCV ARB less than 2000 Kcal/Kg.

Note: - In case supplier is found to frequently supply the material of GCV less than 2800 Kcal/Kg or found to take deviation in other technical parameters, warning letter shall be issued to supplier.

However, if material supplied is below 2000 Kcal/Kg is more than three instances during the execution of contract even after issuing the warning letter then contract shall be liable for cancellation.

Material Supplied of GCV less than 2000 Kcal/Kg is liable for rejection and no payment shall be made for material already delivered and consumed.

- **Fines:** Biomass dust, crushed /Broken /Damaged material of length less than 3 mm in consignment as received at LPGCL site shall be treated as fines and there shall be recovery on account of excess fines (ARB) if it is beyond 5%.

The recovery on account of excess fines shall be worked out as per following formula:

Recovery = (Adjusted FOR price of material) X W X (Actual Weight % of fines -5%)

Where W is the Weight of consignment as received.

However, there shall be no additional payment to the vendor if fines are less than 5%

- The Supplier's representative will have the option to witness the sample collection, preparation, testing of main sample and final packing of the reserve sample through CCTV real time footage. Any dispute related to sampling, preparation and analysis activity shall be raised strictly within 48 hours of the respective activity. Further any dispute related to test results may be raised strictly within 5 days of the declaration of the results by LPGCL. The dispute is to be registered / raised through email/ letter to LPGCL, in case the prescribed format is not adhered to the claim for reserve sample testing will not be entertained. The disputes with respect to sampling and testing may be entertained only if backed up by logical and justifiable reasons. Frivolous/repeated disputes may invite penal action by LPGCL.

Supplier acknowledges that LPGCL has given the opportunity to witness the process of sampling and testing through CCTV Realtime footage. Request for testing of reserve sample shall be based on justification acceptable to LPGCL.

As this process of sampling and preparation is a continuous round the clock process to deal with the multiple consignment workloads, LPGCL would carry out the process as per the time deemed suitable for the process, hence it is the responsibility of the Supplier's representative to be always available at CCTV monitor location to witness the same.

LPGCL may request Supplier to withdraw representative who is not diligent and/or is not cooperative. Frivolous/unreasonable objections to the sampling and testing process at LPGCL will not be entertained.

Reserve samples will be preserved in the LPGCL laboratory under jointly (LPGCL & Supplier) locked almirah in sealed condition for 30 days (from the date of declaration of results) in safe custody of LPGCL.

Generally, quality reports will be generated within 7 days of receipt of the Material and the same will be communicated to Supplier subject to receipt of loading end quality report.

Despite having offered/ provided access to sampling, sample preparation and testing processes through CCTV real-time footage to demonstrate transparency, the right to raise dispute for testing reserve sample will be given to the Supplier.

The number of results challenged for referee sample testing by the Supplier shall be considered to the extent of 50% of the total vehicles received in a Batch. 50% of the results challenged for referee shall be tested at LPGCL lab and the remaining 50% samples shall be analyzed at 3rd party external laboratory.

Presence of Supplier.

- a) For referee sample testing at third party external laboratory, following procedure shall be followed:
 - I. The sample will be jointly re-packed and sealed by LPGCL and Supplier post extraction from the joint custody.
 - II. The sealed and packed sample will be sent to the 3rd party external laboratory for analysis. The detail of 3rd party external laboratory is as under:
 1. National Metallurgical Laboratory
 2. Indian Institute of Chemical Technology
 3. Institute of Minerals & Materials Technology
 4. Inspectorate Griffith India Pvt Ltd
 5. Shriram Institute for Industrial Research
 - III. The 3rd party external laboratory for testing the referee sample amongst the above shall be decided by LPGCL at its own discretion.
 - IV. Referee sample will in no case be handed over to the Supplier and shall be physically handed over to the 3rd party external laboratory in presence of LPGCL and Supplier representative. If permitted by the external referee lab, analysis shall be carried out in the presence of LPGCL and Supplier's representative, if present.
 - V. The cost related to testing for the referee sample shall be to the account of the Supplier, the same shall be deducted from Supplier's monthly bill. It is to clarify that the Supplier shall directly bear the cost of travelling, boarding, lodging and other related expenses for its own representatives.

- VI. Results reported by 3rd party external laboratory shall be final and binding on both Parties, the Supplier and LPGCL for all commercial purposes.

- b) For referee sample testing at LPGCL laboratory, following procedure shall be followed:
 - I. Referee sample testing shall be carried out in presence of Supplier's representative through CCTV display.
 - II. In case of testing of referee sample for GCV, bomb calorimeter will be calibrated/verified as per BIS/ASTM/ISO prior to testing. Post successful verification of bomb calorimeter, referee sample will be tested as per applicable standards.
 - III. The calibration status of oven, muffle furnace and weighing equipment will be demonstrated through valid calibration certificates.
 - IV. The entire process includes taking out the referee samples from joint custody, extracting the quantity from sealed packet and final analysis will be captured on CCTV camera. If CCTV camera is not functional then mutually agreed procedure will be followed.
 - V. Based on the testing LPGCL will share the revised results. Results declared by LPGCL shall be final and binding on both Parties, the Supplier and LPGCL for all commercial purposes.
 - VI. Any misuse of real time footage witnessing by Supplier, or its representative will be viewed seriously and may result in disqualification/blacklisting of a Supplier, including denial of this access for the balance period of supply of pellets. The presence of more than one representative of a Supplier will be viewed as unnecessary and violation of the privilege. Repeated violations may lead to the cancellation of the gate pass and the banning of entry on the premises.
 - VII. It may be noted that referee samples shall only be used in case of conflict of quality and price adjustment, whereas in case of rejection of consignment due to Total Moisture (TM), Power Plant reported Total Moisture (TM) result will be final and binding.
 - VIII. To prevent misuse of the facility by disputing the majority of results of the lot, Power Plant will abort this reserve testing process in case if the reserve sample results (first two) are within the repeatability limits (as per BIS 1350) from original results. In this case, original results will be considered for payment purposes.
 - IX. Any pellets that is received at LPGCL will not be returned/ permitted to be collected by the Supplier unless agreed to in writing by LPGCL.

Standards/Methods as per the table below will be referenced/used for quality determination:

| S. No. | Technical Data | Testing Method/Standard |
|---------------|----------------------------------|--|
| 1. | Dimension (Diameter & Length) | ISO 17829 or Equivalent method may be referred |
| 2. | Fines (%) | ISO 18846 or Equivalent Method may be referred |
| 3 | GCV(ARB) | IS 1350 or equivalent method may be referred |
| 4. | Moisture content (ARB) | Method based upon IS 1350 or equivalent method may be referred (Hand-Held Moisture Meter may also be used) |
| 5. | HGI | ISO 5074 or equivalent method may be referred |

6.QUALIFICATION REQUIREMENT

| | Parameters | Minimum Requirement for the Supplier | Documents Required to be submitted |
|---|---|---|--|
| Technical Qualification Requirements | Cumulative Supply of Torrefied/Non-Torrefied Biomass Pellets during preceding three financial years. 2022-23, 2021-22 or 2020-21 | Supplier has done similar job at thermal power stations having supply of 1000 MT of Either Torrefied or Non Torrefied Biomass Pellets | Experience/ performance Certificate duly certified by Statutory Auditors as per formats at Annexure III/IIIA |
| Financial Qualification Requirements | The average annual turnover of the Supplier for the preceding two financial years as above | The annual average turnover in the last two financial years of the Supplier should be at least Rupees One Crores | Turnover and Net Worth duly certified by Statutory Auditors |
| | The average net worth of the Supplier for the preceding two financial years | Rupees Fifty Lakhs | |
| Offered Quantity | Minimum Quantity to be offered | 500 MT | To be declared in Covering Letter |

MT = Metric Ton

Notes:

1. Bidding through Consortium is not permitted.
2. LPGCL has right to summarily reject / disqualify Supplier at any stage if it transpires to LPGCL that Supplier has changed it's identity to defeat the past poor record and thus attempted to mislead LPGCL.
3. Award of PO(s) will be based on price competitiveness and requirement of LPGCL and governed by other terms and conditions of this Bid document

7. IMPORTANT TIMELINES

Event wise schedule is as under:

| Date | Event |
|---------------------------|--|
| 28 th Dec 2023 | Publishing of NIT in newspapers |
| 28 th Dec 2023 | Date of availability of Bid document at LPGCL website |
| 04 th Jan 2024 | Last date of downloading of document, expressing interest as per the prescribed format and last date for receipt of comments/suggestions(latest by 1800 Hrs) |
| 08 th Jan 2024 | Last date for receipt of comments/Queries (latest by 18:00 Hrs) |
| 11 th Jan 2024 | Pre-Bid Meeting (12:00 Hrs to 14:00 Hrs) and resolution of queries by EOD |
| 15 th Jan 2024 | Confirmation of final bid specification and notice for bid submission. |
| 18 th Jan 2024 | Physical Submission of the bid by 11:00 Hrs |
| 18 th Jan 2024 | Opening of Technical Bids at 11:30 Hrs to 13: 00 Hrs. at LPGCL Noida Office |
| 18 th Jan 2024 | Opening of Price Bids at 14:00 Hrs at LPGCL Noida office (depending upon number of Suppliers and time taken for Tech Evaluation) |

Note:

1. LPGCL reserves the right to amend the above schedules. Interested parties should monitor LPGCL website for amendments/changes on a regular basis.

2. Interested parties, must express their preliminary interest (Annexure-VII) through the letter as per the specific format by due date i.e. last date for downloading the document.

Revised/amended documents will be mailed only to such Parties who have expressed interest.

8. VALIDITY TABLE

| SL NO | DOCUMENT | VALUE (Rs.) | VALIDITY |
|-------|-----------|--|---|
| 01 | EMD | Rs. 2.0 Lakhs (Rupees Two Lakhs only) for LPGCL. | 6 months from the date of submission of BID. |
| 02 | CPBG | 5% of awarded contract value | CPBG shall valid up-to 90 days from the date of award of contract with a claim period of 3 months from expiry date of bank guarantee as per LPGCL format. |
| 03 | PRICE BID | As per Format in Annexure- III | The price bid will remain valid till 31.03.2024 |

The validity of price bid may be extended for supplies beyond 31.03.2024 by LPGCL without assigning any reasons.

9. EARNEST MONEY DEPOSIT

- a) The Suppliers are required to make an Earnest Money Deposit (**EMD**) of Rs. 2,00,000/- (Rupees Two Lakhs only) in the form of an unconditional and irrevocable Bank Guarantee (from any of the scheduled banks as per the format set out in Annexure V or through a Demand Draft (from a Bank acceptable to LPGCL) in favor of "Lalitpur Power Generation Company Limited, confirmed for payable at DELHI". The validity period of EMD should be as per Clause 6 (Validity Table).
- b) EMD will be refunded to Suppliers as per the table below:

| On award of PO to successful Suppliers. | Non-Qualified Suppliers on whom PO is not to be released | Suppliers found non-responsive | Suppliers found not qualified |
|---|--|--|--|
| Within 10 working days after acceptance of PO and submission of CPBG. | Within 10 working days of acceptance of PO by successful Supplier. | Within 15 working days from the opening of the non-financial bids provided EMD is not liable to be encashed as per the succeeding notes. | Within 15 working days from the opening of the price bids provided EMD is not liable to be encashed as per the succeeding notes. |

LPGCL shall have the undisputed right to encash the EMD if:

1. The Supplier withdraws its Bid during the validity period of the Bid;
2. The Supplier conceals any material information or makes a wrong statement or misrepresents any facts or makes a misleading statement in its Bid or tries to influence the outcome of the Bid process, in any manner whatsoever;
3. The Supplier does not accept the arithmetical correction of its Bid price, if LPGCL finds any discrepancy during evaluation;
4. In the case of Successful Supplier, if the Supplier fails to give the acceptance of Letter of Intent (LOI)/PO within the specified time limit; and
5. Successful Supplier does not accept the PO materially aligned with bidding document. The decision of the LPGCL whether such PO is materially aligned or not w.r.t Bid document will be final and conclusive would not be questioned or objected. Successful Supplier rejecting the PO despite decision of LPGCL with regard to material alignment of PO w.r.t bid document will be authorizing LPGCL to encash/invoke the EMD as per bidding document.

Note :- No interest shall be paid on EMD.

Important Note: In case Supplier makes false representation with respect to Qualification Requirements, which may be discovered/ revealed during bidding process or during the validity of the Contract, EMD or CPBG may be encashed by LPGCL and Contract if awarded may be annulled. LPGCL may also take other actions as appropriate including blacklisting/debarring the Supplier from future participation.

10. PREPARATION OF BID

10.1 The main bid proposal shall comprise of three stages- Stage-1, Stage-2 and Stage-3 as under:

| SL NO | COVER | DOCUMENTS TO BE SUBMITTED |
|-------|---------|---|
| A | Stage-1 | i) Covering letter as per format (Annex -I) ii) EMD as per requisite format (Annex-V) iii) The documents required to demonstrate technical and financial qualification along with self-attested copy of LOA/Contract/Work Order in support of work experience. |
| B | Stage-2 | Along with documents mentioned in Stage-1, Bidders are required to submit following documents in Stage-2 as applicable i. Original Certificates issued by Statutory Auditors required against technical & financial qualification requirement.(Annex II) ii. Original declaration/certificate regarding non-audit of accounts of preceding year. iii. The documents required to demonstrate Technical qualification (Annex II-A). iv. Memorandum of Association (MoA), Article of Association (AoA). v. Biomass Pellets properties as per duly certified by reputed Inspection agency. vi. Certificate of incorporation and Board Resolution. |
| C | Stage-3 | Submission of price bid as per Annexure-III of the bid document. |

Note: Documents mentioned in stage-1 and stage-2 shall also be submitted in soft copy in a pen drive.

10.2 In the event of any discrepancy between “the original document” and any copy of the document submitted with the bid, interpretation by LPGCL as per the original document shall prevail. In the event of the any computational error, the element wise quoted price will be considered as correct bid.

10.3 Bid must be unconditional and non-suggestive. Bids with conditions/suggestions are liable to be summarily rejected.

10.4 The Supplier shall quote prices for the complete Scope of Work of the Bid Document, as per format of Annexure III (as applicable). The bid and supporting documents prepared by the Supplier shall be in English language only. Documents that are not in English shall be supported with notarized English translation. The English translation in such cases shall prevail for all intents and purposes. The prices shall be indicated in figures with landed price at LPGCL stations to be indicated in figures and words.

10.5 Price bid documents shall be eligible and only printed version shall be accepted. Handwritten documents, erasures, over writing and other changes on price bid shall be liable for rejection.

11. BASIS OF BIDDING AND OPTIONS

Supplier has to quote the price in the respective price bid format applicable for the type of Biomass pellets which will be valid for ordering as per validity table.

Biomass pellets FOR Price and GCV, delivered to the plant,

A. Goods & Services Tax.

Note: This element will be eligible for variation in tax rate. payable as applicable. However, double taxation, if any, shall be to the account of Supplier.

11.1 In case of any change in tax rate structure which is applicable on the date of supply with respect to prevailing at the time of bidding, same will be admissible for reimbursement.

Taxes, duties and any financial Government levies under Applicable Law and foreign laws on any account which were applicable at the time of bidding but inadvertently omitted by the Supplier are deemed to have been included in the quoted price. Any new tax or duty which were not applicable and imposed by Government under Applicable Laws post this bidding process, the same will be admissible for payment. Any taxes and duties which are reduced or withdrawn, Supplier to pass on the consequential benefit to LPGCL through reduction from the quoted price. In case of withdrawal of existing tax/duties/cess by the statutory bodies, the same will not be paid by LPGCL from the date of implication.

11.2 In case of any deferment of dispatch schedule, no storage / cargo holding charges would be payable by LPGCL.

11.3 Income Tax payable will be to the account of the Supplier. Tax at source will be deducted, as per the relevant rules of Income Tax Act, 1961, any statutory modification, re-enactment or supplementary/new Act, from all payments on account of Scope of Work or any part thereof completed by /Supplier. LPGCL will issue valid certificates for the tax deducted at source.

11.4 Suppliers are required to comply with all statutory requirements.

11.5 Suppliers are required to indicate the likely states in India from where supplies would be invoiced, and the respective GST No. Separate vendor registration forms are to be filled in for each invoicing state along with GST no

11.6 No transshipment is permitted except in case of sick dumper/truck is replaced by healthy dumper/truck.

12. SUBMISSION OF BID & OPENING PROCESS

Suppliers shall dispatch/hand deliver the original documents or shall submit in original as required at the following address. The same should reach by due date of submission as mentioned in important timelines. LPGCL shall not be responsible for any delay, whatsoever, in receipt of documents.

Head CC&M,
Lalitpur Power Generation Company Limited,
Bajaj Bhawan, B-10 Sector 3, Jamnalal Bajaj Marg,
Noida - 201301 (UP)
E-mail: tender@bajajenergy.com

12.1 Bids submitted by telex/e-mail shall not be considered for evaluation under any circumstances

12.2 Any Bid received after the expiry of the time specified for receiving the same will not be considered.

12.3 Validity of Bids

The Bids submitted should be valid for acceptance till the date as mentioned in validity table

12.4 The Supplier shall quote the prices in the INR currency as per Price Bid format provided in Annexure III (as applicable).

12.5 Supplier shall submit the Bid as per the procedure given under:

- a) Sealed Bids shall be submitted on the date and time specified in tender documents. The presence of Supplier representatives who choose to attend the Bid opening. These representatives shall sign a register evidencing their attendance.
- b) Tender Documents as well as furnish all required and relevant enclosures and submit the same in three different envelopes, envelope A (comprising inner envelopes Aa) and envelope B (comprising inner envelopes Ba, Bb and Bc) & envelope- C (comprising of inner envelope Ca) The Qualified Supplier whose Bid is not found deficient will be required to submit a Price Implication Bid (in envelope Cb)

Envelope A- Containing Bid Security

Bid Security submitted in envelope A shall be opened first and the Supplier name and amount of Bid Security submitted shall be verified and examine whether the Bid security fulfils the requirement, If the Bidder has submitted Bid Security for the requisite amount and in the format enclosed with the tender, then the offer shall be treated as responsive and other documents submitted shall be opened.

If the Bidder has not enclosed the Bid Security for the requisite amount and in the format required, The bid shall be treated as non-responsive and other documents submitted by that Bidder shall not be opened.

Envelope- B (comprising of Ba, Bb & Bc) – Qualifications bid.

The Bidder shall submit qualifications bid in envelop B. Envelop-B: (Comprising of Ba, Bb & Bc): The Qualification Bid (Ba), Technical Bid (Bb) and un-priced commercial bid (Bc). The Bidder who has complied with the above condition shall be opened next. LPGCL will examine the qualification bid of each Bidder.

Envelope-C -Price Bid

The Bidder shall comprise of the sealed Price Bid “Ca” and price implication bid “Cb” of successful bidder’s shall be opened in their price bid by LPGCL on the date and time as specified in timeline.

13. EVALUATION METHODOLOGY

- i. Evaluation would be based on the landed price (Rs/Kcal) delivered to LPGCL Plant.
- ii. Price Bids of the qualified Bidder’s will be opened in the presence of LPGCL representative, and Bidder’s representative, as per the timelines.
- iii. The evaluation will be done based on eligible bid which has offered the lowest landed cost to LPGCL Plant.
- iv. In case of two or more bidders has submitted the similar prices then LPGCL decision will be final for awarding the contract.
- v. Decision of LPGCL regarding the selection of the Successful bidder will be final and binding on all the bidders. LPGCL also reserves the right not to enter any contract against this Bid Document if the prices quoted/offered are not economical/ beneficial or may prove detrimental to the overall interest of LPGCL or higher than prices of biomass pellets from alternative sources. LPGCL’s decision in this regard shall be final and binding on all the bidders and LPGCL will not be liable to pay damages/compensation/cost etc. to any bidder.
- vi. Bidders will abide unreservedly with LPGCL’s decision in the qualification process for selection of Qualified bidder and further warrant that under no circumstances, bidder will challenge either LPGCL’s decision or its right to make such decision at any time.

The Successful bidders will be bound to accept LOI(s)/Contract(s)/PO(s), issued pursuant to this Bidding Process. Failure to do so will be construed as withdrawal of the Bid by the Successful Bidder and will result in consequences for withdrawal of the Bid including but not limited to forfeiture of EMD. In such event LPGCL will also be free to enter into a Contract with any other Bidder participating in the process.

14. NEGOTIATIONS AND AWARD OF CONTRACT

LPGCL reserves the right for negotiations as per prudent business practices.

- 14.1 As a prudent practice LPGCL shall negotiate with Qualified bidders to optimize the price however first right of refusal shall be given to quoted L1 bidder.
- 14.2 LPGCL may release PO(s) on the Successful bidder (s). A single or multiple contract /PO can be awarded to Successful bidder under the terms of this bid document.

14.3 If for any reason the Bid of the Successful bidder is rejected or LOI/PO issued to such Successful bidder is cancelled, LPGCL may annul the Bid process; or take any such measure as may be deemed fit at its sole discretion.

14.4 LPGCL at its option may release the Contract(s) /PO(s) without going through LOI stage.

15. BILLING & PAYMENT:

15.1 All payments shall be made by the LPGCL to the Supplier within 15 days from the date of receipt of material at place of destination, and receipt of supplier's invoice provided that the documents submitted are complete in all respects and duly certified by buyer.

15.2 Seller shall provide its GST registration certificate and also provide GST compliant invoice supported by all necessary documents. All payment, shall be made in Indian Rupees only.

16. PAYMENT TERMS

16.1 50% (Fifty percent) of payment of Contract price shall be paid upon the receipt of material and submission of invoice along with all supporting documents at LPGCL site within 15 days and balance 50% (Fifty percent) shall be paid on receipt and acceptance of test result.

16.2 However, payment shall be released after acceptance of Contract Performance Bank Guarantee (CPBG) of 5% of the Contract Value towards Contract Performance Security (as per LPGCL's approved format).

17. INSURANCE:

Supplier shall arrange for insurance covering all risks in the phases of Marine / transit and shall take all Risk Policy for supply of agro based residue bio-mass torrefied and non-torrefied pellets by way of marine, storage and erection policy or anyother suitable risk policy.

18. SETTLEMENT OF DISPUTES:

If any dispute/ inconsistency is not resolved by mutual discussions within 30 (thirty) days, then the dispute shall be resolved by binding arbitration. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996. Each Party shall appoint one arbitrator who shall select the third arbitrator within thirty (30) days of the selection of the second arbitrator. The arbitration proceedings shall be in the English language and the venue of the arbitration proceedings shall be New Delhi.

19. SITE CONDITION:

The submission of the Bid by the Bidder has been construed as evidence that Bidder has examined the site conditions in detail, and the Bidder shall not raise any claims/disputes for any additional cost or extension of contractual time for completion. LPGCL shall not be liable for the same in any manner whatsoever. The cost of visiting the site shall be at the Bidder's own expense.

In case of any query on tender documents / site visit outcome, the Bidder may raise their queries by email / Microsoft Team for close coordination and more clarity. All the queries / clarification raised shall be answered by LPGCL team through email to all Suppliers as per timeline mentioned above. All clarifications issued by LPGCL shall form part of the bid.

20. FORCE MAJEURE:

“Force Majeure” means an event beyond the control of the LPGCL and the Suppliers, which makes it impossible or illegal for either party to perform whole or in part its obligations, including but not limited to:

- a. Act of God;
- b. Act of any Govt. including but not limited to an act of war, (whether declared or undeclared), invasion, armed conflict or an act of foreign enemies, blockage, embargo, revolution, terrorist or military action, civil commotion.
- c. Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties.

21. LIQUIDATED DAMAGES (LD):

Supplier shall be liable for Liquidated Damages as stated below:

With respect to the delay in achieving the delivery schedule given by LPGCL, the Supplier shall be liable to pay Liquidated Damages for Delay @ 0.5% per week of total Contract value subject to maximum 10% of Contract value, for the purpose of levy of LD. Total Contract Price shall be inclusive of all taxes and duties.

22. CONFIDENTIAL DETAILS

The Supplier's shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out his obligations hereunder. The Contractor shall not publish, permit to be published, or disclose any particulars of the Contract in any trade or technical paper or elsewhere without the previous consent in writing of the LPGCL and at the LPGCL sole discretion.

The Supplier's shall indemnify the LPGCL in case of breach of this clause. If the confidential details relating to this Contract or its contents are received by a third party from the Supplier and the third party makes use of these details to cause harm or monetary loss to the LPGCL or use these Documents for their personal gain/ monetary gain, the Supplier shall compensate the LPGCL for the loss suffered as well as for the value of gain derived by the third party. The Supplier shall not use the confidential details of the Contract for any other purpose except for the strict purpose of this Contract.

ANNEXURE I: COVERING LETTER

(To be on the Letter Head of the Bidding Company)

Date: _____

From: _____

Tel. #: _____

E-mail address:

To

Head CC&M

Lalitpur Power Generation Company Limited ,

Bajaj Bhawan, B-10 Sector 3,

Jamn Lal Bajaj Marg,

Noida - 201301 (UP)

T +91 120 2444419, 4045100/555 Ext-407

M +91 8697100345 / 7838211131

Dear Sir,

Sub: Bid for Supply of Biomass Pellets to Lalitpur Power Generation Company Limited.

1. Being duly authorized to present and act on behalf of M/s..... (Insert name of Supplier) (hereinafter called the “**Supplier**”) and having read and examined in detail the Bid Document, the undersigned hereby submit our Bid with duly signed formats in one (1) original + (1) hard copy and one pen drive with scanned copies of documents as stipulated in Bid Document for your consideration.
2. It is confirmed that our proposal is consistent with all the requirements of response as stated in the Bid Document.
3. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Bid Document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. Further, we also confirm that we have no history of abandoning projects/Contracts/Work Orders.
5. We confirm that there is no Conflict of Interest with any other Supplier.
6. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to carry out our functions as per Scope of Work and to prepare this Bid. Further, we confirm that we have carried out our own due-diligence and assessment of Scope of Work, feasibility of rail transportation, weighing and sampling & testing facilities at Lalitpur Power Generation Company Limited as appropriate for the process and we do not foresee any significant problem in order to comply with the requirements.
7. We hereby confirm that we will abide unreservedly with LPGCL’s decision in the qualification process for selection of Qualified Supplier and further warrant that under no circumstances we will challenge either LPGCL’s decision or its right to make such decision at any time in the future.
8. We agree to furnish any additional information and documents as required by LPGCL to establish

Representation made by us in this Bid at all times. We also confirm that LPGCL reserves the right to contact our bank and Parties/Customers/project references and verify the information and documents submitted for the purpose of qualification.

9. The Bid will remain valid for acceptance as per Clause 6 (Validity Table) of the Bid Document for ordering at any point of time during its validity.
10. We confirm that the Bid is unconditional and non-suggestive and that we have not taken any deviation from any of the provisions of Bid Documents.
11. We confirm that we have no record of any previous blacklisting by LPGCL in any tender process or otherwise under any previous business relationship with LPGCL.
12. We confirm that our quoted prices are based on the provisions of the Bid Documents.
13. We confirm that our rates are firm for supply of the quantum of Biomass pellets indicated.
14. We confirm that we will supply the entire quantity as offered in the Price Bid, in case the same is awarded.
15. We confirm that our Bid includes all taxes except Advance Tax, for which LPGCL is having exemption. We further confirm that we will be complying with applicable rules and regulations as required for fulfilling our obligations under this Bid Document.
16. We confirm that we have read and understood the requirements regarding blacklisting and are in agreement with the same.
17. We hereby confirm that our minimum quantity offered isMT of Non Torrefied Biomass pellets & MT of Torrefied Biomass Pellets with GCV..... & Kcal/Kg respectively for supply during the contract period.
18. The details of contact person are furnished as under:

Name:

Designation:

Name of the Company:

Address of the

Supplier: Phone Nos.:

Fax Nos.:

E-mail address:

Thanking you,

Yours sincerely,

(Authorized Signatory and Seal)

Name:

Designation:

Address:

Date:

Place:

ANNEXURE II: FORMAT FOR CERTIFICATION FROM STATUTORY AUDITOR FOR QUALIFICATION REQUIREMENTS

(On Letter Head of Statutory Auditors)

II-A. Technical Qualification

To,

Head CC&M
Lalitpur Power Generation Company Limited,
Bajaj Bhawan, B-10 Sector 3,
Jamnalal Bajaj Marg,
Noida - 201301 (UP)
T +91 120 2444419, 4045100/555 Ext- 407
M +91 8697100345/7838211131,

Dear Sir,

Sub: Bid for Supply of Biomass pellets to Lalitpur Power Generation Company Limited (summary of credentials)

We certify that:

| | | |
|--------------------------------------|---|----------|
| Technical Qualification Requirements | (Insert name of Supplier) has supplied following quantity of Biomass pellets torrefied and non-torrefied to end-user (power/ cements/ industrial entities in India in the year _ _____ | MMT |
| Financial Qualification Requirements | (Insert name of Supplier)'s average annual turnover for the preceding three financial years was: | Rupees _ |
| | (Insert name of Supplier)'s average net worth for the preceding three financial years was: | Rupees _ |

Yours faithfully,

(Signature and stamp of any whole-time Director (supported by a specific Board Resolution)/Manager [refer Note-1 and 2 below] of Bidding Company)

Name:

Date:

Place:

(Signature and Stamp of statutory Auditors of Bidding Company)

Name:

Date:

Place:

Please also affix common seal of Bidding Company

II-B. Financial Qualification

To,

Head CC&M
Lalitpur Power Generation Company Limited ,
Bajaj Bhawan, B-10 Sector 3,
Jamnalal Bajaj Marg,
Noida - 201301 (UP)
T +91 120 2444419, 4045100/555 Ext- 407
M +91 8697100345/7838211131

Dear Sir,

Sub: Bid for Supply of Biomass pellets to Lalitpur Power Generation Company Limited (summary of credentials)

We have examined the books of accounts, records and other relevant documents, along with other necessary information and explanations furnished by M/s. _____ having offices at _____.

We hereby certify that M/s _____ (Supplier) has supplied Biomass Pellets to end-user (power/ cements/ industrial entities in India) directly as under:

| S. No. | Name of End User/ PSU(s) | Financial Year | Quantity Supplied (MTs) |
|--------|--------------------------|----------------|-------------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |

Signature: _____
Name of the Partner/ Proprietor Membership No _____

Seal of Statutory Auditors
Place _____ Date _____

(Signature and Stamp of statutory Auditors of Bidding Company)

Name:

Date:

Place:

Please also affix common seal of Bidding Company

Date:

Note:

ANNEXURE III: PRICE BID FORMAT

Lalitpur Power Generation Company Limited– Price Bid

(On Letter Head of Supplier)

To,

Head – CC&M

Lalitpur Power Generation Company Limited ,
Bajaj Bhawan, B-10 Sector 3,
Jamnalal Bajaj Marg,
Noida – 201301 (UP)
T +91 120 2444419, 4045100/555 Ext-407
M +91 8697100345 / 7838211131

Dear Sir,

Sub: Bid Documents for Supply of Biomass Pellets to **LPGL on FOR delivered to LPGL plant at delivery point basis-** Having examined the Bid Documents No. **TENDER/LPGCL/2023-24/T-02** including its revisions/ Amendments/ Addenda/ Corrigenda and Clarifications if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer Biomass Pellets under the above- named Package: "Supply of Up to 1350 Metric Tons Biomass torrefied and non torrefied each for Lalitpur Power Generation Company Limited" in full conformity with the Base parameter specifications mentioned in Bid Documents for the sum, inclusive of all taxes and duties.

| SL. NO | PARTICULARS | UOM | | Torrefied | | Non Torrefied | |
|--------|--|-----------------|-------|-----------|--|---------------|--|
| a. | Offered quantity | (in Metric Ton) | | | | | |
| b. | Offered GCV | Kcal/Kg | | | | | |
| c. | Basic Price of Pellet | Rs/Kcal | Rs/MT | | | | |
| d. | GST on Bio-mass Pellet | Rs/Kcal | Rs/MT | | | | |
| e. | Transportation Cost | Rs/Kcal | Rs/MT | | | | |
| f. | Landed Rate to LPGL(without GST i.e c+e) | Rs/Kcal | Rs/MT | | | | |
| g | Landed Rate to LPGL with GST (i.e c+d+e+f) | Rs/Kcal | Rs/MT | | | | |

Note:

Landed cost is computed based on applicable taxes. Supplier to comply with the procedures as required.

We have thoroughly examined and understood the instructions, scope of work and the terms and conditions etc. covered in the Bidding Documents issued by LPGL, being fully aware of nature and scope of work required.

We hereby confirm our acceptance and compliance to all the provisions of the Bidding Documents. We declare that the work will be executed strictly in accordance with the requirement and Bidding Documents provisions and good industry practice. We confirm that we have taken into account all taxes and levies (GOI/State Govt/Bodies) applicable as on date. We

acknowledge LPGCL is liable to reimburse/recover only in case of changes/additions/ deletions.
We agree to abide by this Bid as stipulated in the Bid Documents and it will remain binding upon us and may be accepted by LPGCL at any time as per Clause 6 (Validity Table).
Note: Price bid evaluation will be based on the landed price (Rs/Kcal) derived from the applicable prevailing indices.

Signature:.....
Name:.....
Designation:.....

ANNEXURE IV: PERFORMA FOR CONTRACT PERFORMANCE BANK GAURANTEE

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Bank Guarantee No.....

Date

To,
Head CC&M
Lalitpur Power Generation Company Limited ,
Bajaj Bhawan, B-10 Sector 3,
Jamnalal Bajaj Marg,
Noida - 201301 (UP)
T +91 120 2444419, 4045100/555 Ext- 407
M +91 8697100345/7838211131.

Dear Sir,

In consideration of M/s. Lalitpur Power Generation Company Limited , (hereinafter referred to as 'LPGCL' which expression will unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns) having invited Bids, will enter into a "Contract" with M/s

(Insert name of Supplier) having its registered office at and principal place of business at[hereinafter referred to as the "Supplier" which expression will unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns] for **Supply of Biomass Pellets to Lalitpur Power Generation Company Limited** , having agreed to provide a Contract Performance Bank Guarantee for the due performance of the entire Contract for an amount equal to Rs. _____/- (Indian RupeesCrores Only)(as per Cl.no..... of PO no.....dated..., insert as applicable), valid for 90 (Ninety) days beyond the last date of scheduled supplies i.e. DD-MM-YYYY and essentially required to be valid up to DD-MM-YYYY unless the same is extended as per the terms of the Contract.

We, (Name and address of the Bank), having its Head Office at..... and Branch office at,and issuing branch at.....(hereinafter referred to as the "Bank" which expression will, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay LPGCL, on demand any and all monies payable by the Supplier to the extent of Rs.

_____/- (Indian Rupees ___ Crores only) (as per Cl.no..... of PO no.....dated..., insert as applicable), as aforesaid at any time up to..... [days/month/year] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Supplier. Any such demand made by LPGCL on the Bank will be conclusive and binding notwithstanding any difference between LPGCL and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of LPGCL and further agrees that the guarantee herein contained will continue to remain enforceable till LPGCL discharges this guarantee.

LPGCL will have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract by the Supplier. LPGCL will also have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract, between LPGCL and the Supplier or any other course or remedy or security available to LPGCL. The Bank will not be released of its obligations under these presents by any exercise by LPGCL of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of LPGCL or any other indulgence shown by LPGCL or any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that LPGCL at its option will be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against Supplier and notwithstanding any security or other guarantee that LPGCL may have in relation to Supplier's liabilities.

This Guarantee can be enforced by LPGCL any number of times for their claims or demand to the total extent of Indian Rupees _____/- (Indian Rupees ___ Crores only) (as per Cl.no..... of PO no.....dated... .. , insert as applicable), as long as it remains in force.

We, the said Bank, also undertake not to revoke this Guarantee during the currency except with the previous consent of the LPGCL in writing and agree that any change in the constitution of the said Supplier or the said Bank will not discharge our liability hereunder.

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to Indian Rupees _____/- (Indian Rupees Crores only)) (as per Cl.no of PO no.....dated....., insert as applicable), and will remain in force up to and including (the date) and will be extended from time to time for the period, as may be desired by M/s (the Supplier) on whose behalf this guarantee has been

given. This Bank Guarantee will be operative in our Rajpura/Chandigarh branch. This Bank Guarantee is governed by the laws of India.

Dated this _____ day of _____ (Month, year) at _____ (place)

Witness: _____

Signature
Name
Office Address

Signature
Name
Designation with bank Stamp
Attorney as per
Power of Attorney Number:
Date:

Note:

1. The Stamp Paper of appropriate value will be in the Name of the Bank issuing the BG.
2. Power of Attorney No., Name and Designation of the executant along with bank stamp should be inserted.

(Suppliers at their option may get draft of CPBG vetted by LPGCL prior to getting the same issued by the Bank).

ANNEXURE V: PERFORMA FOR EARNEST MONEY DIPOSIT

(To be used in case Bidder is submitting the EMD in the form of a BG)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Bank Guarantee No.: _____

Date: _____

To,

Head CC&M

Lalitpur Power Generation Company Limited ,

Bajaj Bhawan, B-10 Sector 3,

Jamnala Bajaj Marg,

Noida - 201301 (UP)

T +91 120 2444419, 4045100/555 Ext- 407

M +91 8697100345/7838211131.

Dear Sir,

In accordance with your Bid Document no: **TENDER/LPGCL/2023-24/T-02**

including its revisions/ Amendments/ Addenda/ Corrigenda and Clarifications, M/s.....Having their registered office at (hereinafter called the "Bidder") wish to participate in the said bidding for **Supply of Biomass pellets to Lalitpur Power Generation Company Limited.**

As an irrevocable bank guarantee against Earnest Money Deposit for an amount of Rs. 2 Lakhs (Rupees Two Lakhs Only) for LPGCL valid as per table mentioned in clause 6 (validity table) of the bid document required to be submitted by the Bidder as per the Bid Document for participation in the said bidding which amounts is liable to be forfeited on the happening of any contingencies mentioned in the Bid Document.

We, the (Name and Address of the Bank) having our Head Office at (hereinafter called as the "Bank") guarantee and undertake to pay immediately on demand by LALITPUR POWER GENERATION COMPANY LIMITED the amount of Rs. 2 Lakhs (Rupees two Lakhs Only) without any reservation, protest, demand and recourse. Any such demand made by demand made by LALITPUR POWER GENERATION COMPANY LIMITED will be conclusive and binding on us irrespective of any dispute or differences raised by the Bidder.

This guarantee will be irrevocable and will remain valid as per table mentioned in clause 6 (validity table) of the bid document. If any further extension of this guarantee is required, the same will be extended to such required period on receiving instructions from M/s.....(Bidder's name) on whose behalf this guarantee is issued.

This Bank Guarantee will be governed by the laws of India.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this day of 2024 at

This Bank Guarantee will be operative in our Noida /New Delhi branch.

Witness:

(Signature)

(Signature)

(Name)

(Name)

(Office Address)

(Designation with Bank Stamp)

Attorney as per Power of Attorney
No. _____
Date: _____

Note:

- 1. The Stamp Paper should be in the name of the guarantee issuing Bank.
- 2. Power of Attorney No., Name and Designation of the executant along with bank stamp should be inserted.

(Bidders at their option may get draft of EMD vetted by LPGCL prior to getting the same issued by theBank).

ANNEXURE VI: FORMAT FOR BIOMASS PELLETS QUALITY ANALYSIS REPORT AT LOADING END

The Following report to be submitted for every Truck/Dumper dispatched as applicable:

| | |
|-------------------------------|---|
| Name of the Supplier | |
| Name of Testing Agency | |
| Truck/Dumper No. | 1 |
| Date of Sampling | DD/MM/YYYY |
| Date of Preparation | DD/MM/YYYY |
| Source of Biomass Pellets | Source (In case of multiple sources, mention quantity from each source) |
| Lot Quantity (MT) | |
| GCV (ARB) of Biomass Pellets | |
| Ash (ARB) | |
| TM (ARB) | |
| VM (ARB) | |
| Size Analysis | |
| Source of Biomass Pellets | |

ANNEXURE VII: FORMAT FOR PRELIMINARY INTEREST FOR PARTICIPATION IN THE BID PROCESS

To,

Head CC&M
Lalitpur Power Generation Company Limited,
Bajaj Bhawan, B-10 Sector 3,
Jamnalal Bajaj Marg,
Noida - 201301 (UP)
T +91 120 2444419, 4045100/555 Ext- 407
M +91 8697100345/7838211131.

Dear Sir,

Sub: Registration of Preliminary Interest for participation in Bid Process (Name of Bid process as appearing in the Press EOI/NIT)

This has reference to your NIT published in _____. We are interested in participating in the process. **We have gone through the Bid document, prima-facie understand that we meet the qualification requirement.** We also confirm that we have no history of default with LPGCL in past.

We acknowledge that timely & safe transportation of Biomass pellets without any pilferage / swapping / loss / lapse is key requirement and assure you that we shall live up to your expectations.

We have pleasure in furnishing details as under:

Name of Bidding Company:
Complete Office Address:
Office Telephone Nos/ Fax nos:
Contact person(s):
Designation:
Contact details (incl email):
Main line of Business:
Top three customers:
Any other information:

Yours faithfully,
For.....

Name of Authorized Representative:
Designation:

Note:

2. Filled up, signed and stamped copy of above format may be scanned and emailed to tender@bajajenergy.com.

ANNEXURE VIII: FORMAT FOR PRE BID QUERY

| | | | | | |
|--|--|--|--|--|--|
| Name of the Bidder Company: Package Name: Technical Clarification | | | | | |
|--|--|--|--|--|--|

| SI.NO. | CLAUSE NO. | SPECIFICATION NO. | AS PER CLAUSE | CLARIFICATION REQUIRED | Response of LPGCL |
|--------|------------|-------------------|---------------|------------------------|-------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |

Commercial Clarification

| SI.NO. | CLAUSE NO. | SPECIFICATION NO. | AS PER CLAUSE | CLARIFICATION REQUIRED | Response of LPGCL |
|--------|------------|-------------------|---------------|------------------------|-------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |