

**E-tender Notice No. PEDDA/2023-24/31**

**REQUEST FOR PROPOSAL DOCUMENT**

**FOR**

**GREEN HYDROGEN/ COMPRESSED BIOGAS (CBG)  
PROJECT BASED ON CATTLE DUNG/ VEGETABLE/  
MANDI WASTE/ POULTRY DROPPINGS/ MUNICIPAL  
SEGREGATED GREEN WASTE/ AGRO-WASTE/  
OTHER ORGANIC WASTE, ON BUILD OWN &  
OPERATE (BOO) BASIS, IN HAIBOWAL DAIRY  
COMPLEX, LUDHIANA**



**ON**

**BUILD, OWN & OPERATE (BOO) basis in the State of Punjab  
(as per provisions of State NRSE Policy-2012)**



**Punjab Energy Development Agency**  
**Solar Passive Complex**  
Plot No. 1 & 2, Sector 33 - D, Chandigarh  
(Tel No. 0172 - 2663328, 2663382, Fax. No. 0172-2662865  
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**SEPTEMBER 2023**



**Punjab Energy Development Agency**  
**Solar Passive Complex**  
**Plot No. 1 & 2, Sector 33-D, Chandigarh**  
**Ph.: 0172-2663328, 2663382 Fax: 0172-2662865**  
**Website : [www.peda.gov.in](http://www.peda.gov.in)**

### **E-tender Notice No. PEDA/2023-24/31**

#### **REQUEST FOR PROPOSALS (RFP)**

Punjab Energy Development Agency, the state nodal agency for promotion and development of New and Renewable Energy Projects in the State of Punjab invites offers from the interested project developers to participate in the selection process for setting up of Green Hydrogen/ Compressed Biogas (CBG) Project at Haibowal Dairy complex, Ludhiana based on cattle dung/ vegetable/ mandi waste/ poultry droppings/ municipal segregated green waste/ agro-waste/ other organic waste, on Build Own & Operate (BOO) basis. The detailed terms and conditions, scope of work, eligibility criteria, selection process, Performance Guarantee, manner and place of submission of Bids etc. are given in the RfP document, which can be downloaded from the <https://eproc.punjab.gov.in> or [www.peda.gov.in](http://www.peda.gov.in). The important information and bidding schedule is as under:

#### 1. Bidding schedule & Earnest Money Deposit

<b>Date of uploading RFP Document</b>	<b>Date of Pre-bid meeting</b>	<b>Last date and time for submission of e-bid</b>	<b>Date and time of opening of Techno-commercial e-bids</b>
<b>11 September 2023</b>	<b>19 September 2023 at 12.00 noon</b>	<b>04 October 2023 by 4.00 PM</b>	<b>06 October 2023 at 12.00 noon</b>
Cost of RFP document	Non-refundable RFP Document fee Rs. 10,000/- through online mode only to be paid at the time of uploading of bid.		
Bid Processing charges	Non-refundable Bid evaluation charges Rs. 50,000/- through online mode only to be paid at the time of uploading of bid.		
E-Processing Fee	Non-refundable e-processing fee as applicable through online mode only		
Earnest Money Deposit	Earnest Money @ Rs. 5,00,000/- (Five Lakhs only) shall be deposited through online mode only.		

- Prospective Project Developers are requested to remain updated for any notices, amendments/modifications/ clarification etc. to RfP document conditions, in the website <https://eproc.punjab.gov.in> or [www.peda.gov.in](http://www.peda.gov.in) only. No separate notifications will be given for such notices, amendments / modifications / clarifications etc., in the print media (press) or individually.
- For participating in the above e-tendering process, the bidders shall have to get themselves registered with <https://eproc.punjab.gov.in> and get user ID and Password. Class-3 Digital Signature is mandatory to participate in the e-tendering process. For any clarification/difficulty regarding e-tendering process flow, please contact PEDA at [8558870510](tel:8558870510), [8699007080](tel:8699007080), [9876051885](tel:9876051885), [0172-2663328](tel:0172-2663328), [0172-2663382](tel:0172-2663382), [0172-2646384](tel:0172-2646384) or Helpdesk number for portal [0172-2791326](tel:0172-2791326) / [2791226](tel:2791226).
- Technical / Financial Bid Forms in RfP are for reference purposes only. Bidders have to download the Bid Forms from e-tendering website <https://eproc.punjab.gov.in> only after payment of RfP document cost.
- While submitting the bid it may be kept in mind that the dairies may be shifted out of the Municipal limits of Ludhiana.
- PEDA, reserve the right to accept or reject any or all the bids and also annul the entire bidding process without assigning any reason thereof.

**DIRECTOR**



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## GLOSSARY

<b>Abbreviations</b>	<b>Details</b>
AC	Alternating Current
BOO	Build, Operate & Own
BG	Bank Guarantee
GHPD	Green Hydrogen Project Developer
CCA	Controller of Certifying Authorities
CERC	Central Electricity Regulatory Commission
CLU	Change of Land Use
DC	Direct Current
E - Bid	Electronic Bid
EDC	External Development Charges
EMD	Earnest Money Deposit
E - NIT	Electronic Notice Inviting Tender
ETDC	Electronics Test and Development Center
FY	Financial Year
GLADA	Greater Ludhiana Area Development Authority
IA	Implementation Agreement
IEC	International Electrotechnical Commission
IEGC	Indian Electricity Grid Code
Im	Maximum Current
IPG	Internet Payment Gateway
ISO	International Organization for Standardization
I - V	Current - Voltage
IT & C	Information Technology and Communications
kV	Kilo Volt
kWh	Kilo Watt Hour



LoA	Letter of Award
LLC	Limited Liability Company
LLP	Limited Liability Partnership
MCL	Municipal Corporation Ludhiana
MoU	Memorandum of Understanding
MNRE	Ministry of New & Renewable Energy, Govt. of India
NRSE	New and Renewable Sources of Energy
NOC	No Objection Certificate
PAT	Profit After Tax
PBG	Performance Bank Guarantee
PEDA	Punjab Energy Development Agency
PPCB	Punjab Pollution Control Board
PSERC	Punjab State Electricity Regulatory Commission
PSPCL	Punjab State Power Corporation Limited
RfP	Request for Proposal
ROC	Registrar of Companies
RTGS	Real Time Gross Settlement
RTU	Remote Terminal Unit
SLDC	State Load Despatch Center
SPV	Special Purpose Vehicle
TPA	Tripartite Agreement
Vm	Maximum Voltage



## DISCLAIMER

1. This Request for Proposal RfP No. PEDDA/2023-24/31 document is not an agreement or offer by the PEDDA to the prospective Bidders or any other party. The purpose of this RfP is to provide the information to the interested parties and to assist them in formulation of Bid. This RfP is based on material and information collected / provided by Municipal Corporation, Ludhiana / in public domain.
2. While this RfP, has been prepared in good faith, neither the PEDDA, their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP, even if any loss or damage is caused by any act or omissions on their part.
3. PEDDA reserves the right to, cancel and / or change the e-bidding process at any stage without assigning any reasons. PEDDA, reserves the right to reject any or all of the bids received at its discretion, without assigning any reasons whatsoever.





## **Section 1**

# **INTRODUCTION & BACKGROUND**



## **PEDA INVITES BIDS TO INVEST IN GREEN HYDROGEN/ CBG PLANT AT HAIBOWAL DAIRY COMPLEX IN LUDHIANA CITY IN THE STATE OF PUNJAB - THE LAND OF EXCITING OPPORTUNITIES**

- The Punjab State has notified the NRSE Policy 2012, under which a slew of benefits for encouraging investment in NRSE Projects have been provided.
- Punjab's New Industrial Policy is investment friendly and the state has taken a lead in creating business and investment opportunities.
- Opportunities for exploiting Biogas Potential in Punjab.
- An attractive package of fiscal benefits.
- Easy access by Road / Rail / Air.
- Well developed road network within the state.
- Investment friendly climate with peaceful and safe environment.
- Excellent telecommunication facilities.
- Well established Rural Electrification Network.



## PUNJAB AT A GLANCE

S.NO.	ITEM	UNIT
1	Area	50,362 Sq. Kms.
2	Location	N. Latitude 29°- 43' to 32°- 23' E. Latitude 74°- 03' to 76°- 49'
3	Divisions	5
4	Districts	23
5	Total no. of Inhabited villages	12581
6	Population (2011 Census)	2,77,04,236
7	Literacy (as per 2011 census)	Male – 82.60% Female – 73.04%
8	Rainfall	Average annual rainfall varies from 25 cm to 100 cm
9	Climate	Winter 3°C - 20°C Summer 21°C - 45°C
10	Major Rivers	Beas, Satluj, Ravi
11	Major Cities	Ludhiana, Jalandhar, Amritsar, Patiala, Mohali, Bathinda, Faridkot and Ferozpur, etc.



## 1. INTRODUCTION

- i) **RFP** - This Request for Proposal (RFP) Document is prepared for inviting e-bids for development of Green Hydrogen/ CBG Plant from raw biogas on BOO basis from the cattle dung at Haibowal Dairy Complex, Ludhiana. Being the NRSE Project, the State NRSE Policy notified by the State Government vide notification no. 10/174/2012/STE (3)/4725 dated December 26, 2012 and amendment vide notification no. 18/7/2015-PE1/1605 dated 9.7.2015 or as amended is applicable on this project also.
- ii) **The objectives of the Green Hydrogen/ CBG Plant are to:**
  - a) Ensure environmentally safe disposal of cattle excreta from dairies in Haibowal Dairy Complex and prevent degradation of soil and pollution of water.
  - b) Produce Green Hydrogen/ CBG from the cattle excreta generated in the dairies.
  - c) If feasible, use such other biomass as is available in the nearby area and is suitable for use in combination with cattle excreta for the production of Green Hydrogen/ CBG with the condition that



firstly entire cattle excreta is to be used of the Haibowal Dairy Complex to the plant capacity and if not sufficient to run the plant at its designed capacity then can be arranged from outside.

- d) To produce, as a by product, organic manure for use in agriculture



## **Punjab Energy Development Agency (PEDA)**

**Punjab Energy Development Agency (PEDA)** under the Deptt. of New & Renewable Energy Sources (NRES), Govt. of Punjab, is a Nodal Agency for propagating the objectives of New and Renewable Sources of Energy in the State of Punjab including Solar, Mini Hydro, Biomass / Agro-waste / Cattle dung based Power Plant / Compressed Biogas (CBG) Plant /Green Hydrogen Plant etc. PEDA has undertaken various programmes for the promotion and popularization of these sources. Comprehensive studies undertaken by PEDA have led to the identification of various potential sources of energy. Within a short span, PEDA has made headway in the following fields:

- Power generation from Small Hydro's
- Biomass / Bagasse Cogeneration
- Power generation from Biomass / agro-residue
- Power generation from solar energy
- Power generation / Compressed Biogas (CBG) from Cattle dung, Urban & Municipal Waste
- Solar Photovoltaic systems
- Energy Conservation in various user sectors
- Solar Passive Architecture

With the purpose to exploit the energy potential from Cattle dung and to reduce the pollution, PEDA float the Request for Proposal



(RFP) to invites the private developers / companies to set up Green Hydrogen Plant from the cattle dung at Haibowal Dairy Complex, Ludhiana.

## 1.1 WASTE TO ENERGY

The increasing industrialization, urbanization and changes in the pattern of life, which accompany the process of economic growth, give rise to generation of increasing quantities of wastes leading to increased threats to the environment. In recent years, technologies have been developed that not only help in generating substantial quantity of decentralized energy but also in reducing the quantity of waste for its safe disposal.

The Ministry of New & Renewable Energy (MNRE), Govt. of India, is promoting all the Technology Options available for setting up projects for recovery of energy from urban wastes. In developed countries, environmental concerns rather than energy recovery is the prime motivator for Waste-to-Energy facilities, which help in treating and disposing of wastes. Energy in the form of biogas, heat or power is seen as a bonus, which improves the viability of such projects. While incineration and biomethanation are the most common technologies, pyrolysis and gasification are also



emerging as preferred options. A common feature in most developed countries is that the entire waste management system is being handled as a profitable venture by private industry or non-government organizations with tipping fee for treatment of waste being one of the major revenue streams. The major Advantages for adopting technologies for recovery of energy from urban wastes is to reduce the quantity of waste and net reduction in environmental pollution, besides generation of substantial quantity of energy.

Ministry of New & Renewable Energy (MNRE), Govt. of India, is providing Central Financial Assistance under Waste to Energy Programme for Waste to Energy Projects. As per Notification dated 02.11.2022 by MNRE, GOI, was Rs.4 crore per 12000 cum raw biogas per day capacity plant subject to maximum of Rs. 10 crore per project.

Govt. of India, Ministry of Petroleum & Natural Gas has also notified the National Policy on Biofuels in June 2018 which emphasis the need for promotion and development of projects for production of the biofuels. The said policy is available on the website of the Ministry.





Oil Companies like IOCL, BPCL and HPCL under the Ministry of Petroleum and Natural Gases are facilitating marketing of Compressed Biogas (CBG) conforming to IS 16087:2016 specifications of BIS under their Programme of SATAT (Sustainable Alternative towards Affordable Transportation).

## 1.2 Background:

### a) PEDA's existing Biogas Power Project at Haibowal Dairy Complex, Ludhiana.

PEDA had installed one project of capacity 9116.0 cum Raw Biogas per day based on Cattle Dung as one of the demonstration project and is working since 2004. The project has been developed on 2.5 acre of land provided by Municipal Corporation Ludhiana and the requirement of dung for the project is about 235 ton per day. The plant was setup in the year 2004, the efficiency of the plant got reduced due to wear and tear of electro-mechanical equipment's. The plant has been renovated and a compressed biogas (CBG) unit has also been setup which is in operation and project is capable of taking 200 Ton Cattle Dung per day.

**“ Vide letter no. PA/SSTE/22/1746 dated 11.07.2022 (Annexure-2) from office of Secretary, Science, Technology & Environment, Govt. of Punjab”, has provided following report.**



## Dairy Waste Discharge Problem in Budha Dariya

**Problem Statement:** - A joint survey was conducted in 2019-20 by the teams of Animal Husbandry Dept and Municipal Corporation Ludhiana to identify the sources of discharge of cow dung into Buddha Dariya. **The number of dairies was again ascertained by MCL team in May 2022.** The summary of the result is as follows:

Sr. No	Source of discharge	Area in Acres	No. of Dairy/Gaushala	Approxs. No. of Animals (cows+buffaloes)	Approx. Cow dung Generation (MT/day)
1	Haibowal Dairy Complex	176	481	32714	523
2	Tajpur Dairy Complex	45	157	11430	183
3	Scattered Dairies in City	Scattered across	197	4973	80
4	Gaushala in City	--	5	3573	56.5
5	Dairies outside MC limit on upstream side discharging direct into Budha Nallah	--	58	7665	122
6	Dairies/scattered animals discharging effluent through Municipal sewer	Through 42 villages on outskirts of the city	358	21010	336
	<b>Total</b>		<b>1203</b>	<b>81365</b>	<b>1300.5</b>

The animal census taken in Dairy Complex shows that out of total numbers of cow and buffalos, there are approximately 70% are buffalos whereas rest i.e. 30% are cows. Accordingly to GADVASU, average Dung generated from a Buffalo is 15-20 kg



(average 17.5kg) and from a cow is 10-15 kg (average 12.5 kg) per day. So the average cow dung production per animal per day is calculated by using a weighted average, using the formula

$$(12.5 \times 30) + (17.5 \times 70) / 100 = 16\text{kg}$$

**The total production of cowdung from a Dairy/Gaushala per day was calculated by multiplying the number of animals with 16kg of cowdung per day.**

**b) Why Green Hydrogen/ CBG Plant is required?**

It is evident from the above table Sr. No. 1 i.e. Haibowal Dairy Complex, the total number of animal as per the survey conducted by MCL in May 2022 is 32714 with production of about 523 metric ton cattle dung per day. PEDDA's existing plant is capable to handle about 200 metric ton cattle dung per day presently and balance cattle dung is about 323 metric ton per day. This necessitates to install one additional plant for scientific disposal of balance cattle dung in Haibowal Dairy Complex after use of required cattle dung in the existing plant in Haibowal.

**Proposal**

It is proposed to install additional plant based on about 250 metric ton of cattle dung per day. This raw biogas will be utilized for production of Green Hydrogen/ CBG. The project is



proposed to be set up on Build Operate Own (BOO) Basis under State NRSE Policy 2012 with private investment.

- c) **Important Point:** It is worthwhile to mention here that PEDA's existing plant is capable to handle about 200 metric ton cattle dung per day which will be first priority to run the existing plant. The additional plant is required to handle about 250 metric ton cattle dung per day. The developer will be under legal obligation to first use the above said 250 metric ton cattle dung. In case of any short fall of cattle dung the developer may arrange dung from outside, design the plant as multifuel and can use other organic waste like Vegetable Waste / Mandi Waste / Poultry droppings / Municipal Segregated Green Waste / Agro-waste/other Organic waste as per Ministry of New & Renewable Energy (MNRE), Government of India, guidelines suitable for production of Biogas/Green Hydrogen.

### **1.3 Fiscal Assistance / Benefits Available for Developers under the NRSE Policy 2012:**

- a. 100% electricity duty for power consumed from State licensee during construction and testing of the project shall be waived.



- b. Octroi on NRSE fuels to be used for energy generation and NRSE devices / equipment / machinery for NRSE Power Projects shall be fully exempted. Similarly, Octroi on self - consumption of power by captive power plants in the same premises or thru wheeling by open access to same group companies shall also be exempted.
- c. To promote usage / generation from NRSE, manufacturing & sale of NRSE devices / systems and equipments / machinery required for NRSE Power Projects shall be exempted from Value Added Tax (VAT) and any cess there upon.
- d. 100% Exemption from entry tax in respect of all supplies (including capital goods, structure and raw materials) made for setting up and trial operations of the projects.
- e. 100% exemption from payment of fee and stamp duty for registration / lease deed charges for the land required for the project.
- f. Agricultural land shall be allowed for setting up of Renewable Energy Power Projects in the state and no Change of Land Use (CLU), External Development Charges (EDC) / or any other charges / fees for the same shall be payable.
- g. Wherever the required land belonging to local bodies/ panchayats is available, the State would encourage the local bodies/ panchayats to provide the land for NRSE projects on



the terms and conditions specified in para 4 (i) of NRSE Policy-2012 under the heading (4. Fiscal Assistance by Govt. of Punjab) i.e. Rs. 1.50 lac per annum per site for the useful life period of the project as per CERC norms plus construction period say 3 years in the present RFP case for a total period of  $25+3=28$  years.(25 years is the useful life of the project) which may be extended on mutual consent. The period of 25 years can be curtailed down if the installed machines/plant become redundant or the agreement is terminated.

#### **1.4 Detail of Site for which the Bids are invited:**

To set up the Green Hydrogen/ CBG Plant at Haibowal Dairy Complex, Ludhiana, the land measuring about **2.30 acre** will be provided by Municipal Corporation, Ludhiana to PEDDA in the Haibowal Dairy Complex, subsequently to be sub-leased to the successful bidder/ developer for setting up of this project. The lease amount will be Rs. 1.50 lac per annum plus taxes as applicable (as per NRSE Policy-2012 and similar like Tajpur CBG Project), for this about 2.30 acre piece of land for the entire useful life of the project which is 25 years as per CERC guidelines for the Green Hydrogen projects. The lease period will be  $3+25$  years= $28$  years (considering about 3 years as construction period). There will be no escalation on the lease amount payable.



## **1.5 Technology:**

The Bidder is free to choose any type of technology for production of Green Hydrogen/ CBG from the cattle dung/excreta and other organic waste like Vegetable Waste / Mandi Waste/ Poultry droppings/Municipal Segregated Green Waste/Agro-waste/other Organic waste as per Ministry of New & Renewable Energy (MNRE), Government of India, guidelines suitable for production of Green Hydrogen/ CBG.

## **1.6 MNRE, GOI Central Financial Assistance (CFA):**

- (i) Admissible CFA 'if any', will be availed by the company from Ministry of New & Renewable Energy (MNRE), Government of India, as per guidelines/stipulations of Govt. of India for such type of projects. However, PEDDA/Government of Punjab, will no way be responsible for availability/non-availability of the subsidy from MNRE, Govt. of India.
- (ii) There will be no link in Bid variable offered by developer with availibility/ non availibility of CFA from MNRE for Waste to Energy or Green Hydrogen projects, Gol or any other government organization. Therefore, no impact on the bid variable on account of availibility/ non availibility of CFA.



### 1.7 a) Submission of Proposal and Selection of Bidders:

Proposals against RfP are invited through e - bidding system for selection of bidders and to be submitted online in electronic formats in <https://eproc.punjab.gov.in>.

Sr. No.	Description	Details
1.	RfP No.	<b>PEDA/2023-24/31</b>
2.	Bid Document Fee (Non-Refundable)	Non-refundable RFP Document fee Rs. 10,000/- through online mode only to be paid at the time of uploading of bid.
3.	Bid Processing charges (Non-Refundable)	Non-refundable Bid evaluation charges Rs. 50,000/- through online mode only to be paid at the time of uploading of bid.  <b>Note for Sr. No. 2 &amp; 3 : The above said fee of Rs. 10000/- + Rs. 50000=Rs. 60000/- is to be deposited by the bidder in the column “ Tender Fee” shown on the e-tender site.</b>
4.	E-Processing Fee (Non-Refundable)	Non-refundable e-processing fee as applicable through online mode only
5	Earnest Money Deposit (EMD)	<b>Rs. 5,00,000/- (Rupees Five Lac only)</b> through online mode only to be





		paid at the time of submission of bid
6.	Performance Bank Guarantee (PBG)	<b>Rs. 10,00,000/- (Rupees Ten Lac Only)</b> in the form of Bank Guarantee (BG) or through RTGS/IPG mode to be submitted at the time of signing of Implementation Agreement (IA) valid for a period of 24 months from the date of signing of IA.
7.	Validity of Proposal	180 days after the date of opening of techno commercial Part I of the bid.

**Table 1:** Issuance and submission of RfP

**Important Note:** Bidders are advised to carefully read **Clause 3.3 of Section-3** under the head “Response to RFP by a Company” prescribing the procedure of online deposit of tender fee, EMD and Bid Processing fee.



### b) Selection of Bidders:

The bidding process is based on the share to PEDA in Paisa per Cum of raw Biogas production per day and the bidder who offers the **highest share offered to PEDA in PAISA per cum of raw Biogas to be produced**, shall be the successful bidder. For measurement of Raw Biogas production developer will install two **Ultrasonic Mass Flow Meters** duly approved by PEDA, one as main meter and other as check meter which will be sealed jointly by PEDA and developer.

### 1.8 Time Schedule:

S. No.	Events	Date & Time	Location
1.	Date of uploading / publishing of e- NIT	<b>11 September 2023</b>	<a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>
2	Date of Pre-bid meeting	<b>19 September 2023 at 12.00 noon</b>	
2.	Last date & time for submission of Bid Document and Processing Fee (Non Refundable), EMD through online mode only, Formats and Technical Bid and Financial Bid though E- Bid (Part – I & Part II)	<b>04 October 2023 by 4.00 PM</b>	
3.	Date and Time of Opening of techno commercial e-bid	<b>06 October 2023 at 12.00 noon</b>	

**Table 2:** Bid Time Schedule



### **Guidelines for Bid Submission:**

1. The bidders are requested to submit their bids prior to last date of submission in order to avoid any technical problems in accessing the website at last moments for any reason whatsoever. The last date of submission of bids shall not be extended on such accounts.
2. Bidder shall submit both techno - commercial and financial bids online in electronic formats.
3. (i) The bidder will have to deposit non refundable Bid document fee, E- Processing fee and Bid processing fee to PEDDA through online mode only.  
(ii) The bidder will have to deposit prescribed EMD to PEDDA through online mode only.
4. In case of any discrepancy between numerical digits and words, the words shall be considered for evaluation of the bid.
5. No Deviation / conditionality if any shall be accepted in the bids (Part I & Part II). Such bids will be rejected.
6. The bidders shall provide complete information at the time of submission of bid. However, if the bidders are asked to furnish any clarification / confirmation, they shall furnish the same within specified time failing which the bid shall be finalized / decided on the basis of available information. If disqualification as a result of non submission / delay in furnishing the desired information / documents happens then PEDDA in no way shall be held responsible



7. The RfP can be downloaded from web site <https://eproc.punjab.gov.in> Details of this notification can also be
  8. seen in RfP exhibited on website [www.peda.gov.in](http://www.peda.gov.in) but bids are to be submitted online in electronic format only on website <https://eproc.punjab.gov.in>.
  9. The complete bid documents and formats shall be uploaded on <https://eproc.punjab.gov.in> in time as per checklist provided with the RfP. The checklist along with relevant page nos. should also be submitted with the bid.
  10. The bidders who are interested in bidding can download bid documents from <https://eproc.punjab.gov.in> up to the stipulated date & time free of cost.
7. Bidders who wish to participate in this RfP shall have to get themselves register with <https://eproc.punjab.gov.in> and get user ID and Password. Class 2/3 Digital Signatures, mandatory to participate in the e-tendering process. For any clarification/difficulty regarding e-tendering process flow, please contact PEDDA at 8558870510, 8699007080, 9876051885, 0172-2663328, 0172-2663382, 0172-2646384 or Helpdesk number for portal 0172-2791326 / 2791226 .

#### **1.9 BIDDING FORMATS:**

List of formats / documents to be submitted online shall be duly signed digitally by Authorized Signatory.



## **Single Stage Bid:**

### **1. Part – I A: (Qualification)**

- i. Bid Document Fee (Non-Refundable)
- ii. E – bidding processing fee (Non-Refundable)
- iii. Bid Processing Fee (Non-Refundable)
- iv. Summary Sheet for Part – I A as per **format 6.12 A**

### **2. Part – I B: (Techno – Commercial Documents / Formats)**

- i. Covering Letter as per **format 6.1**;
- ii. Power of Attorney as per **format 6.2**;
- iii. Performance Bank Guarantee (to be submitted at the time of signing of IA) as per **format 6.3**;
- iv. Board Resolutions as per **format 6.4**;
- v. Consortium Agreement (in case of consortium) as per **format 6.5**;
- vi. Financial Requirements as per **format 6.6**;
- vii. Technical Criteria as per **format 6.7**;
- viii. Disclosure Agreement as per **format 6.8**;
- ix. Declaration from Bidding Company/Lead Member of the bidding Consortium for acceptance of terms and conditions mentioned in RfP document as per **format 6.10**.
- x. Declaration by the Bidding Company/Lead Member of the bidding Consortium having visited the site and understanding the availability of raw material for biogas production discharge as per **format 6.11**



- xi. Summary Sheet as per **format 6.12 B**
- xii. Memorandum and Article of Association (MoA) of the bidding company;
- xiii. Share holding pattern of the company;
- xiv. Last three years audited balance sheets / annual reports;
- xv. A certificate from Chartered Accountant certifying the relationship with the bidder where the financial capability of the Group/Affiliate/Parent has been used to meet the qualification requirement.

### **3. Part – II: Price Bid**

Price Bid as per **format 6.9** .

**Note:**

1. The RfP shall contain an Index in the beginning denoting bid documents and their respective page nos. in chronological order.
2. All documents submitted online should be in PDF Format only.
3. All the required information shall be furnished strictly in prescribed Formats only. Any information other than the prescribed Formats shall not be entertained. The bid shall be evaluated on the basis of information furnished in the prescribed Formats.
4. PEDDA retains the right to seek any / all the documents in original or copy thereof duly attested by Notary for verification,



in physical form on short notice of three days from any bidder for verification.

5. Bidders must check that the documents and scanned copies have been properly uploaded. The entire responsibility of uploading the data / files / documents is that of the bidder. Non submission / improper uploading / corrupted files shall hamper the evaluation process. Bidders are requested to use antivirus system / clear machines in their own interest.

### **1.10 Correspondence for enquiries and clarifications:**

All correspondence, clarifications in respect of the RfP and submission of the Bid shall be addressed to:

**Director,**

Punjab Energy Development Agency,

Solar Passive Complex

Plot No. 1 & 2, Sector 33-D, Chandigarh,

Tel: 0172 – 2667005

Fax: 0172 –2662865

Email: [mpsingh@peda.gov.in](mailto:mpsingh@peda.gov.in), [kulbirsingh@peda.gov.in](mailto:kulbirsingh@peda.gov.in)

**Contact Person: Director,  
Punjab Energy Development Agency,  
Chandigarh**



## **Section 2**

### **DEFINITIONS**





## 2. Definitions

**“Appropriate Commission”** shall mean the CERC or the PSERC or the Joint Commission referred to in Section 83 of the Electricity Act 2003, as the case may be.

**“Affiliate”** shall mean a company that, directly or indirectly,  
i. controls, or  
ii. is controlled by, or  
iii. is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one company of at least 26% (twenty six percent) of the voting rights of the other company.

**“Bid”** shall mean the Techno commercial Bid and Price Bid submitted by the Bidder, in response to this RfP, in accordance with the terms and conditions hereof.

**"Bidder"** shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium and Lead Member of the Bidding Consortium jointly and severally.



**"Bidding Company"** shall mean a Company, Limited Liability Partnership (LLP) incorporated in India and LLCs incorporated outside India that has submitted the response in accordance with the provisions of this RfP; the Bidding Company and Project Company can be same or separate.

**"Bidding Consortium" or "Consortium"** shall mean a maximum of three Bidding Companies that have collectively submitted the bid in accordance with the provisions of this RfP.

**"Green Hydrogen"** means confirming BIS specifications, as specified by MNRE, Govt. of India, as amended time to time. Green Hydrogen means the total raw green Hydrogen produced at the project location or as amended specifications, if any.

**"GHPD" Green Hydrogen Project Developer**

**"Chartered Accountant"** shall mean a member of Institute of Chartered Accountants of India (ICAI) or a firm whereof all the partners are practice in India.

**"Company"** shall mean a corporate body incorporated in India under the Companies Act, 1956 / 2013, including Limited Liability Partnership (LLP) incorporated in India and LLC incorporated outside India.



**“Conflict of Interest”** A Bidder may be considered to be in a Conflict of Interest with one or more Bidders participating in the same bidding process under this RfP if they have a common interest / stake with each other, directly or indirectly through a common company / promoters / directors, that puts them in a position to have access to information about or influence the Bid of another Bidder;

**“Consents, Clearances and Permits”** shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities.

**“Electricity Act 2003”** shall mean the Electricity Act, 2003 and any rules, amendments, regulation, notifications, guidelines or policies issued there under from time to time.

**“Existing Bidding Company”** shall mean the company, LLP & LLC incorporated on or before 31.3.2023.



**"Financial Closure or Project Financing Arrangements"** means arrangements of necessary funds by the Project Developer either by way of commitments of funds by the company from its internal resources and / or tie up of funds through a bank / financial institution by way of sanction of a loan.

**"Force Majeure conditions"** means any event or circumstance which is beyond the reasonable direct or indirect control and without the fault or negligence of the Green Hydrogen Project Developer (GHPD) and which results in Green Hydrogen Project Developer (GHPD) inability, notwithstanding its reasonable best efforts, to perform its obligations in whole or in part and may include rebellion, mutiny, civil unrest, riot, strike, fire, explosion, flood, cyclone, lightening, earthquake, act of foreign enemy, war or other forces, theft, burglary, ionizing radiation or contamination, Government action, inaction or restrictions, accidents or an act of God or other similar causes and as specifically to be detailed out in I.A for the purposes of respective agreements.

**"Group Company"** means (i) a company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of other company or (ii) a company in which the company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other



arrangement or otherwise or (iii) a company which is under common control with the company, and control means ownership by one company of at least 10% (ten percent) of the share capital of the other company or power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise.

Provided that a financial institution, scheduled bank, foreign institutional investor, non banking financial company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

**“GLADA”** shall mean Greater Ludhiana Area Development Authority.

**"Lead Member of the Bidding Consortium" or "Lead Member"**

There shall be only one Lead Member, having committed shareholding of more than 50% in the Bidding Consortium. The share holding pattern of the company / consortium shall not be changed for at least one (1) year from the date of Commissioning of the Project;



**"Letter of Award" or "LoA"** shall mean the letter issued by Punjab Energy Development Agency (PEDA), to the Selected Bidder for award of the Project.

**"Limited Liability Partnership (LLP)"** shall mean a Limited Liability Partnership incorporated under the LLP Act 2008;

**"Limited Liability Company (LLC)"** shall mean Limited Liability Company/Corporation registered under the respective statutes applicable in the country of its origin.

**"Member in a Bidding Consortium" or "Member"** shall mean each Bidding Company who is a part of Bidding Consortium.

**"MCL"** Municipal Corporation Ludhiana

**"Newly Incorporated Bidding Companies"** means the companies, LLP & LLC which have been incorporated and have not completed a single year since their incorporation as on the date of submission of e-bid.

**"Paid up Share Capital"** shall include Paid up equity share capital fully, compulsorily and mandatorily convertible preference shares and fully, compulsorily and mandatorily convertible debentures into equity share.

**"Parent Company"** shall mean a Bidder, which holds at least 26% Paid Up Share Capital either directly or indirectly in the Bidding



Company or in a Member of a Consortium developing the Project. In case, the Parent Company is a foreign company, the Parent Company can hold 100% equity in the bidding company.

**"Project"** shall mean Green Hydrogen Plant/ CBG from raw Biogas based on Cattle dung /Vegetable/Mandi waste / Poultry droppings/Municipal Segregated Green Waste/Agro-waste/other Organic waste as per Ministry of New & Renewable Energy (MNRE), Government of India, guidelines suitable for production of Biogas/Green Hydrogen at Haibowal Dairy Complex, Ludhiana, including civil structures, electrical and mechanical plant and equipment, 11KV / 66 KV switch yard including transformer, breaker, CT/PTs, wave traps, structures, isolators etc., dedicated telephone lines, telephone and wireless system, components, appurtenants, communications, access road off the village road, foot paths, carriage ways, etc. located at approved and allocated area at Haibowal Dairy Complex, Ludhiana, in the State of Punjab.

**"Project Company"** shall mean the Company incorporated/to be incorporated by the successful Bidder under the Companies Act, 2013.

**"Project Site"** shall means the land on which the project is proposed to be set up. The Project site will be allocated to PEDDA by MCL at Haibowal Dairy Complex, Ludhiana to be further sub-leased to the Project Developer.



**“PSERC”** shall mean the Punjab State Electricity Regulatory Commission constituted by Govt. of Punjab under Section 17 of the Electricity Regulatory Commission Act, 1998 vide its Notification dated 31.03.1999 to discharge the duties and perform the functions specified under Section 22 of the Act;

**“PSPCL”** means Punjab State Power Corporation Limited.

**“RfP”** Shall mean Request for Proposal Document.

**“Scheduled Commissioning Date”** means the actual commissioning date of respective unit(s) of the Project where upon the Biogas Project Developer starts production of Compressed Biogas (CBG).

**“Selected Bidder or Successful Bidder”** shall mean the Bidder selected pursuant to this RfP to set up the Project and produce Green Hydrogen as per terms of IA;

**“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956/2013 or an Auditor appointed in case of LLC / Corporation appointed under the provisions of any other applicable governing law of the country;





## **Section 3**

# **INFORMATION AND INSTRUCTION TO BIDDERS**



### 3. INFORMATION AND INSTRUCTIONS TO BIDDERS

- I. Haibowal Dairy Complex is situated on Ludhiana Hambran road in Ludhiana city. The detail is as under:-

“As per letter no.PA/SSTE/22/1746 dated 11.07.2022 **(Annexure-2)** from office of Secretary, Science, Technology & Environment, Govt. of Punjab”, which states as under:-

#### **Dairy Waste Discharge Problem in Budha Dariya**

**Problem Statement:** - A joint survey was conducted in 2019-20 by the teams of Animal Husbandry Dept and Municipal Corporation Ludhiana to identify the sources of discharge of cow dung into Buddha Dariya. **The number of dairies was again ascertained by MCL team in May 2022.** The summary of the result is as follows:

Sr. No	Source of discharge	Area in Acres	No. of Dairy/Gau shala	Approxs. No. of Animals (cows+buffaloes)	Approx. Cow dung Generation (MT/day)
1	Haibowal Dairy Complex	176	481	32714	523
2	Tajpur Dairy Complex	45	157	11430	183
3	Scattered Dairies in City	Scattered across	197	4973	80



4	Gaushala in City	--	5	3573	56.5
5	Dairies outside MC limit on upstream side discharging direct into Budha Nallah	--	58	7665	122
6	Dairies/scattered animals discharging effluent through Municipal sewer	Through 42 villages on outskirts of the city	358	21010	336
<b>Total</b>			<b>1203</b>	<b>81365</b>	<b>1300.5</b>

The animal census taken in Dairy Complex shows that out of total numbers of cow and buffalos, there are approximately 70% are buffalos whereas rest i.e. 30% are cows. According to GADVASU, average Dung generated from a Buffalo is 15-20 kg (average 17.5kg) and from a cow is 10-15 kg (average 12.5 kg) per day. So the average cow dung production per animal per day is calculated by using a weighted average, using the formula

$$(12.5 \times 30) + (17.5 \times 70) / 100 = 16\text{kg}$$

**The total production of cowdung from a dairy/gaushala per day was calculated by multiplying the number of animals with 16kg of cowdung per day.**

### **Why Green Hydrogen/ CBG Plant is required?**

It is evident from the above table Sr. No. 1 i.e. Haibowal Dairy Complex, the total number of animal as per the survey conducted by MCL in May 2022 is 32714 with production of



about 523 metric ton cattle dung per day. As mentioned in Para 1.2(a) i.e. PEDDA's existing plant is capable to handle about 200 metric ton cattle dung per day presently and balance cattle dung is about 323 metric ton per day. This necessitates to install Green Hydrogen Plant for scientific disposal of above about 323 metric ton cattle dung per day.

### **Proposal**

It is proposed to install Green Hydrogen/ CBG Plant from raw biogas produced from about 250 metric ton of cattle dung per day which will solve the problem.

**Important Point: It is worthwhile to mention here that PEDDA's existing plant is capable to handle about 200 metric ton cattle dung per day which will be first priority to run the existing plant. The Green Hydrogen/ CBG plant is required to handle balance about 250 metric ton cattle dung per day which will be mandatory for the project developer to handle the above said 250 metric ton cattle dung as first priority. In case of any short fall of cattle dung the developer may arrange dung from outside, design the plant as multifuel and can use other organic waste like Vegetable Waste / Mandi Waste / Poultry droppings / Municipal Segregated Green Waste / Agro-waste/other Organic waste as per Ministry of New & Renewable Energy**



**(MNRE), Government of India, guidelines suitable for production of Green Hydrogen.** The Compressed Biogas (CBG) project is to be implemented on the land provided by MC Ludhiana.

- II. The project capacity proposed to be taken at this location is Green Hydrogen/ CBG from raw biogas per day. **However, actual capacity as per DPR will prevail.**
- III. **Shifting of Dairies outside Municipal Limit:** As per the memo no. 144/PS/D dated 31.5.2022 (**Annexure-3**) from Commissioner, Municipal Corporation, Ludhiana, while confirming about biogas plant at Tajpur Dairy Complex, Ludhiana, informed that a **“Committee was constituted under the chairmanship of Mayor MC Ludhiana, for shifting the dairies outside MCL limit at village: Gorshian Kadarshah, but village panchayat did not agreed to give the land. As such there is no arrangement for shifting the dairies outside the MCL limit and dairies will remain in the MCL limit Ludhiana”.**

However, in case the situation arises and dairies are shifted from this location i.e. Haibowal Dairy Complex, Ludhiana, to any other place, it will be the responsibility of the Developer to arrange/ collect the raw material from other areas / other Bio-degradable material like Cattle dung / Vegetable / Mandi waste / Poultry droppings / Municipal Segregated Green Waste / Agro-waste/other Organic waste to run the facility. **Any additional cost**



**involved in this case shall be borne by the Developer and PEDA/MCL/Government in no way will be responsible for any extra cost.**

- IV. Developers are free to use any type of technology for biogas generation and subsequently for Green Hydrogen/ CBG production. The bidders are free to generate Green Fuel from the proposed project apart from Green Hydrogen/ CBG.**
- V. Project Developer will have to pay land lease money as per provisions of NRSE Policy-2012 i.e. Rs. 1.5 lac per annum plus taxes as applicable, for this site to PEDA. There will be no escalation on the lease amount payable.
- VI. The Project Developer will arrange the dung / raw material for the project from Dairy Owners of Haibowal Dairy Complex or other sources at its own cost.
- VII. Bidders are advised to visit the project site / dairy complex and adjoining areas for making the assessment of raw material and other site conditions first hand at their own before quoting their bids.
- VIII. The DPR is required to be submitted by the Developer within two months from allotment / Letter of Award.
- IX. All the statutory/non-statutory clearances required for the project shall have to be obtained by the Developer at their own cost.



However, PEDDA will facilitate in obtaining these clearances from the concerned departments/authorities.

- X. The developers shall strictly adhere to the implementation schedule as per Clause 3.22. The company / developer shall commission the project within 720 days from the Effective Date i.e. date of signing of Implementation Agreement in line with “Project Implementation Schedule” as per Clause 3.22. The developer shall make all out efforts to commission the project as per schedule of commissioning provided in this RFP Document. However, in case, there is delay in commissioning of the project due to reasons not attributable to the company / developer, PEDDA may consider extension in scheduled date of commissioning of the project on submission of documentary evidence by the company and the scheduled date of commissioning shall be extended after approval of competent authority.
- XI. Conditional bids are liable to be rejected.
- XII. Being a NRSE Project, all terms & conditions of NRSE Policy-2012 of Punjab Govt. and any amendment / addendum thereof will be applicable.
- XIII. The terms and conditions for implementation of the project shall be formalized through signing of Implementation Agreement by the successful bidder with PEDDA.
- XIV. The bidding process is based on Raw Biogas production per day to produce Green Hydrogen/ CBG for the bidding**



**purpose and the bidder who offers the highest share in PAISA per cum of raw biogas produced which will go to PEDDA, shall be the successful bidder.**

- XV. PEDDA will **charge non-refundable 0.5% facilitation charges** of the Project Cost as per Detailed Project Report(DPR) which will be deposited by the Project Developer after approval of the DPR but before signing of the Implementation Agreement for facilitating the project activities.

### **3.1 Obtaining RfP Document & Processing Fees**

- a) RfP document can be downloaded free of cost by the bidder from the website <https://eproc.punjab.gov.in>
- b) Prospective bidders interested to participate in the bidding process are required to upload their proposal by paying following fees:
  - i) Bid Document Fee of Rs. 10,000/- (Rupees Ten Thousand only)
  - ii) E- Processing Fee – as applicable for the tender
  - iii) Bid Processing fee of Rs. 50,000/- (Rupees Fifty Thousand Only).

All above fees are non-refundable and payable through online mode only.





**NOTE :**

The RfP document for studying by the prospective bidders can be downloaded free of cost from the e-tendering website/ PEDDA website. However, bid document fee of Rs. 10,000/- (non-refundable) is to be paid by the bidder for downloading the Technical and Financial Bid sheets (Excel formats) along with bid processing fee of Rs. 50,000/- (non-refundable).

**3.2 Submission of Bids**

Bidders may submit response to RfP for development of Green Hydrogen from biogas under NRSE Policy-2012. Response to RfP has to be submitted as per the terms & conditions of this RfP.

**3.3 Response to RfP by a Company**

The RfP document for studying by the prospective bidders can be downloaded free of cost from the e-tendering website, PEDDA website. However, bid document fee of Rs. 10,000/- (non-refundable) is to be paid by the bidder for downloading the Technical and Financial Bid sheets (Excel formats) along with bid processing fee of Rs. 50,000/- (non-refundable).



### **Important Note:**

- i) **Bid document and processing fee:** In the e-tender site the column tender fee is showing as Rs. 60000/- as tender fee. This includes Rs. 10000/- bid documents and Rs. 50,000/- as bid processing fee, to be deposited by the bidders online.
- ii) **EMD :** in the EMD column the total figure of Rs. 5,00,000/- is being shown as the EMD to be deposited by the bidders online.

### **3.4 Qualification Requirements**

The Bidder independently or on the basis of the financial/technical capability of its Affilate(s)/Group/Parent/their Promoters should meet the Qualification Requirements specified for Net Worth and technical criteria as mentioned herein below:

#### **Note:**

- (i) Whether or not financial resources of Affilate(s)/Group/Parent/Promoters are relied upon to achieve the required Net Worth, the required Net Worth has to be infused in the Project Company before signing of IA.
- (ii) In case the Bidder is a company then the Project Company shall be its subsidiary and the Bidder Company shall hold more than 50% of the share capital of the Project Company. In case of LLP/LLC/Consortium the Bidder shall hold more than 50% of the equity share capital of the Project Company.



- (iii) The Allottee company shall submit before signing of the Implementation Agreement (IA) the certified copy of Return of allotment of shares to the promoters whose net worth has been provided alongwith the application at the time of allotment so as to ensure the infusion of equity funds in the project as per the minimum net worth criteria.
  - a) No dilution of Promoters shareholding shall be allowed for a period of 1 year from the date project starts commercial productions i.e. sale of CBG to OMC's / CGD's / Market Consumers.
  - b) Promoters shall inform PEDDA, if dilution of shareholding is done after 1 year of commercial production.

**A. Companies Eligible for Participation:**

- (i) A company incorporated in India under the Companies Act 1956/2013
- (ii) A company / Limited Liability Company / Corporation (LLC) incorporated outside India.
- (iii) Limited Liability Partnership (LLP) incorporated in India.
- (iv) Bidding Consortium of maximum three Bidding Companies/ LLP / LLC.



## **B. Technical Criteria:**

The bidders are free to use any type of technology for Green Hydrogen/CBG production and does not require any technical experience for participating in this bidding for development of Green Hydrogen/CBG Project. The bidder must be capable to make necessary tie ups with the technology providers / consultants in this field so as to implement the project with their financial resources/ strength.

## **C. Financial Criteria**

For the Qualification Requirements, if data is provided by the Bidder in foreign currency, then the Net Worth Certificate from Chartered Accountant, certified copies of Balance Sheet, Profit and Loss Account, Schedule and Cash flow statement and supported with bank statement shall be converted in INR by using TT buying rate of such foreign currency as declared by State Bank of India and prevailing on the date of closing of the accounts for the respective financial year.

If the response to RfP is submitted by a Consortium the Net Worth requirement shall be met collectively by all the Members in the Bidding Consortium. The Net Worth requirement to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.



For computation of Net Worth of member's methodology as provided in para below shall be followed.

Any successful Bidder, who is not a Company under Companies Act 1956, shall incorporate a Project Company. Any Consortium, if successful, shall form a Project Company with equity participation by the Members in line with consortium agreement (to be submitted along with RfP) before signing the IA. i.e. the Project Company incorporated shall have the same Shareholding Pattern as given at the time of RfP. The share holding of the Lead Member holding more than 50% of the voting rights shall not change from the submission of e-bid upto One Year after the commissioning of the Project. However, in case of any change in the shareholding of the other shareholders (other than the Controlling Shareholder including Lead Member) after signing of IA, the arrangement should not change the status of the Controlling Shareholder and the lead member in the Project Company at least up to one year after the commissioning of the Project. Further, such change in shareholding would be subject to continued fulfillment of the financial and technical criteria, by the project company.

In case the Parent Company is a foreign company, the Parent Company shall hold 100% equity in the bidding/project company. Once selected, the Net Worth shall have to be brought in the Project company before signing of IA.



The bidding company will be allowed to implement the project through Special Purpose Vehicle (with majority share holding of the allottee company) subject to the condition that Special Purpose Vehicle (SPV) shall be formed under Companies Act 2013 before signing of IA.

The Bidder may seek qualification on the basis of financial capability of its Affilate(s)/Group/Parent for the purpose of meeting the Qualification Requirements.

#### **1. Newly Incorporated Bidding Companies:**

The Bidding Company / Bidding Consortium relying solely on its own credentials or that of their Promoters, where the annual accounts have not been prepared, only net worth has to be met. The Net Worth requirement for such companies / consortium shall be minimum of **Rs. 5.00 Crore (Rupees Three Crore Fifty Lac only)** and should be met as on day not more than seven days prior to the date of submission of e-bid by the bidding Companies / Consortium. To demonstrate fulfillment of this criteria, the Bidder shall submit a certificate from a Chartered Accountant certifying the Net Worth on the date not more than seven days prior to submission of e-bid along with a certified copy of balance sheet, profit & loss account, schedules and cash flow statement supported with the Bank Statement.



## 2. Existing Companies:

**Net Worth: Rs. 5,00,00,000/- (Rupees Five Crore Only)** or equivalent US\$\*. The computation shall be derived from any **one** of the three year's annual accounts submitted by the bidders.

### **Net Worth:**

= Paid up share capital  
 Add: Free Reserves  
 Subtract: Revaluation Reserves  
 Subtract: Intangible Assets  
 Subtract: Miscellaneous Expenditures to the extent not written off and carry forward losses.

The Bidder would be required to submit annual audited accounts for **any three** financial years (or if the period of existence of the Company is less than three Years, then starting from the year of incorporation), 2019-20, 2020-21, 2021-22 & 2022-23 (or Calendar Years 2020, 2021, 2022 and 2023 or the accounting years as adopted by the Company and acceptable as per the laws of the respective Country) while indicating the year which should be considered for evaluation. To demonstrate fulfillment of the criteria, the Bidder shall submit a certificate from a Chartered Accountant certifying the availability of Net Worth along with a certified copy of



balance sheet, profit & loss account, schedules supported with the Bank Statement.

The share premium will form an integral part of Net Worth provided it is realized in cash or cash equivalents.

In case of Project Developer being 100% owned subsidiary of another Limited/Private Limited company, the financial criteria of Holding company will be considered subject to submission of documents of Board Resolution of Holding Company.

The supporting documents such as copy of accounts for last 3 (three) years, Net worth Certificate from a practicing C.A. must be submitted along with RfP documents.

### **3.5 Short - listing of Projects**

PEDA shall evaluate only those responses to RfP, which are uploaded by due date and time specified in e-NIT. The responses will be evaluated based on the qualification, techno commercial criteria, terms and conditions contained in the bid and the bidders will be shortlisted.

### **3.6 Selection of Bidders:**

The bidding process is based on Raw Biogas production per day to produce Green Hydrogen/ CBG for the bidding purpose and the bidder who offers the highest share in PAISA per cum of raw





biogas produced which will go to PEDDA, shall be the successful bidder. **(Refer format 6.9 )**.

### **3.7 Implementation Agreement (IA) and Facilitation Service Charges**

The terms and condition for Implementation of the project shall be formulized through signing of Implementation Agreement between successful bidder and PEDDA. The Biogas Power Project Developer shall be required to pay to PEDDA non-refundable facilitation service charges @ 0.5% of the total Project Cost (as per the project cost given in the Detailed Project Report (DPR) submitted by the BPD) before signing of Implementation Agreement.

The Detailed Project Report shall be submitted by the BPD before signing of IA. The Detailed Project Report shall contain Executive Summary, Biogas Technology Overview, Detailed Survey & Investigation, Dung Data, Technology Selection, Project Description, Plant and Equipment Design Criteria, Detailed General Layout Plan, Power Evacuation System & Grid Interaction, Construction Programme Schedule, Permits and Licence Required, Operation and Maintenance Requirements, Social & Environment Impact Assessment, Risk Assessment, Project Cost Estimate & Financial Analysis and Conclusion.



### **3.8 Supplementary Agreements**

After signing of IA, supplementary agreement i.e. land lease will be signed amongst PEDDA & Developer.

### **3.9 Submission of Response to RfP by the Bidder by uploading documents and online filling and Submission of summary Data Sheets on E-Tender Website**

The response to RfP shall contain the following:

#### **1. E - Bid Part - I A: (Qualification)**

- i. Bid document fee (Non-refundable) of Rs. 10,000/- through online mode only.
- ii. E – Processing fee (Non-refundable) as applicable for the tender.
- iii. Bid Processing Fee (Non-Refundable) of Rs. 50,000/- (Rupees Fifty Thousand Only) through online mode only .
- iv. Earnest Money Deposit – Rs. 5,00,000 through online mode only.
- v. Summary Data Sheet for Part - I A as per **format 6.12 A**.

#### **2. E – Bid Part – I B: (Techno – Commercial Documents / Formats)**

- i. Covering Letter as per **format 6.1**;
- ii. In case of a Bidding Consortium, a Power of Attorney in favor of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **format 6.2**.



In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

The name of the project company can be different from the name of bidding consortium.

- iii. Performance Bank Guarantee (to be submitted at the time of signing of IA) in the form of BG as per **format 6.3** ;
- iv. Checklist for Bank Guarantee as per Appendix — A;
- v. Board Resolutions to be submitted as applicable as per prescribed formats enclosed as **format 6.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
  - a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favor of the person signing the response to RfP;
  - b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the



Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and

- c. Board Resolutions from Affiliate(s)/Group/Parent (whose credentials were used in the response to RfP), of the Bidding Company / any Member of the Bidding Consortium, undertaking to invest the entire amount as committed by Bidding Company / Member of the Bidding Consortium, in event of failure of the same to make such investment.
  
- vi. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **format 6.5** along with Board resolution from each Member of the Consortium for participating in consortium;
- vii. Format for Financial Requirements as per **format 6.6** as applicable;
- viii. Format of Undertaking for Technical Information as per **format 6.7**);
- ix. A disclosure statement as per **format 6.8** regarding participation of any parent company in this bidding process;
- x. Declaration from Biding Company/Lead Member of the bidding Consortium for acceptance of terms and conditions mentioned in RfP, IA as per **format 6.10**.



- xi.** Declaration by the Bidding Company/Lead Member of the bidding Consortium having visited the site and understanding the raw material availability / site conditions as per **format 6.11**
- xii.** Summary Data Sheets (Part - I B) for refer **format — 6.12 B**

**Documents to be submitted:**

- i.** Memorandum & Articles of Association (highlighting relevant provision of Power / Energy / Renewable Energy / Biogas Power Plant development) if any, Certificate of Incorporation (if applicable) of Bidding Company / all member companies of Bidding Consortium along with shareholders rights and obligations filed with ROC.
- ii.** Share holding pattern of the company;
- iii.** Last three years audited balance sheets / annual reports;

**3. E - Bid Part - II: (Price Bid)**

The price bid to be submitted strictly as per price bid **format 6.9** for each site, to be filled online;

Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format. All the above information sought in specific formats along with documents sought as



above must be uploaded after scanning on the e-bid website.

### **3.10 Bidder Notification:**

The Bidder should note that:

- a) Bidders are advised to visit the project site / dairy complex and adjoining areas for making the assessment of raw material and other site conditions first hand at their own before quoting their bids so as to ascertain the available raw material.
- b) The bidding process is based on taking raw biogas production per day for the bidding purpose and the bidder who offers the highest share in PAISA per cum of Green Hydrogen/ CBG produced which will go to PEDDA, shall be the successful bidder. However this share is payable on the actual biogas produced after the project is completed and is payable on monthly basis at the end of the month.
- c) The selected bidders shall submit original hard copies of proposals and all documents submitted through e-bidding before execution of IA.
- d) The bidder may be shortlisted based on the declarations made by them in relevant schedules of RfP. The documents submitted along with may be



verified before signing of IA in terms of Clause 3.9.

- e) If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfP, in any manner whatsoever, the PEDDA reserves the right to reject such response to RfP and/or cancel the Letter of Award, if issued and the EMD or Performance BG submitted shall be encashed.
- f) Response submitted by the Bidder shall become the property of the PEDDA and the PEDDA shall have no obligation to return the same to the Bidder.
- g) The response to RfP shall be uploaded as mentioned in clause 3.14. No change or supplemental information to a response to RfP will be accepted after the scheduled date and time of submission of response to RfP. PEDDA reserves the right to seek additional clarifications from the Bidders, if found necessary, during the course of evaluation of the response to RfP.
- h) All the information / documents should be submitted in English / Punjabi language only.
- i) Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.



- j) Response to RfP that are incomplete, which do not substantially meet the requirements prescribed in this
- k) RfP, will be liable for rejection by PEDDA.
- l) Response to RfP not submitted in the specified formats will be liable for rejection by PEDDA.
- m) Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- n) Non submission and / or submission of incomplete data / information required under the provisions of RfP shall not be construed as waiver on the part of PEDDA of the obligation of the Bidder to furnish the said data / information unless the waiver is in writing.
- o) Only Courts in Chandigarh shall have exclusive jurisdiction in all matters pertaining to RfP.

### **3.11 Due Date**

The Bidders should upload the response to RfP as specified in e-tender notice by **6 October 2023**.

### **3.12 Participation in E – Bidding:**

For participation in the e-tendering process, the bidder shall have to get themselves registered with <https://eproc.punjab.gov.in> and





get user ID, password. Class -3 Digital Signature is mandatory to participate in the e-tendering process flow, please contact the E-tender administrator at Helpdesk number for portal 0172-2791326 / 2791226 or PED A at 8558870510, 8699007080, 9876051885, 0172-2663328, 0172-2663382, 0172-2646384

### 3.13 Method of Submission

The response to RfP is to be submitted through e – bidding in the following manner;

**Part – I A: (Qualification): Contains E-processing fee, Bid processing fee, EMD and Summary Sheet Part – I A.**

**Part – I B: (Techno Commercial): Contains all formats, technical documents and summary sheet Part – I B.**

**&**

**Part – II: Price Bid Contains only Price Bid format.**

### 3.14 Validity of the Response to RfP

The Bidder shall submit the response to RfP which shall remain valid up to One Hundred eighty (180) days from the last date of submission of response to RfP ("**Bid Validity**"). PED A reserves the right to reject any response to RfP which does not meet the aforementioned validity requirement.



### 3.15 Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfP and participation in discussions and attending pre-bid meeting(s), etc. PEDDA shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

### 3.16 Enquiries / Clarifications

<p><b>Enquiries / clarifications may be sought by the Bidder from:Name &amp; Address of the Authorized Person of PEDDA:</b></p> <p>Director,PEDA /                  Joint Director(Hydel)                  Punjab Energy Development Agency                  Solar Passive Complex                  Plot No. 1-2 , Sector-33 D,                  Chandigarh-160034.</p>	<p>Phone: 0172-2667005, 98766-93975                  0172-2646384, 8699007080, 8558870510,                  9876051885 Fax : 0172-2662865                  E-mail: <a href="mailto:mpsingh@peda.gov.in">mpsingh@peda.gov.in</a> ,  <a href="mailto:kulbirsingh@peda.gov.in">kulbirsingh@peda.gov.in</a></p>
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### 3.17 Right of PEDDA to Reject / Accept a Bid

PEDA reserves the right to reject all or any of the response to RfP or cancel the RfP without assigning any reasons whatsoever and without any liability at any stage.



### 3.18 Bank Guarantees

The Bidder shall provide the Bank Guarantee from any of the Nationalised or Scheduled Commercial Banks to PEDA in a phased manner as detailed hereunder:-

- **Earnest Money Deposit (EMD):** Earnest Money Deposit **Rs. 5,00,000 (Rupees Five Lac only)** through online mode only along with bid submission.
- **Performance Guarantee (PG): Rs. 10,00,000/- (Rupees Ten Lac Only)** in the form of Bank Guarantee (BG) or through net banking mode at the time of signing of IA as per **format— 6.3.** (valid for a period of 24 (twenty four) months from the date of signing of IA). The bidder must submit original copy of the BG towards Performance Guarantee at the time of signing of Implementation Agreement (IA) along with Bank confirmation letter for Performance BG in sealed envelope of the issuing bank directly addressed to PEDA. In case the bidder does not submits the Performance Guarantee at the time of signing of IA, in such case the EMD shall be forfeited.

The Bank Guarantees shall only be in the name of bidding company / lead member of in case of consortium. Bank Guarantee in the name of bidder's parent company shall be not be acceptable.



In case the bidder gives BG of a foreign bank, the bidder shall provide the said BG with an endorsement of State Bank of India or any branch of said foreign bank in India. The foreign bidder is responsible for endorsement of BG by State Bank of India. The BGs shall not be submitted to PEDDA directly by bidder's banker. It shall be responsibility of bidder to submit the BG to PEDDA as per stipulated terms.

The EMD of un-successful bidder shall be released after selection and issuance of Letter of Award (LoA) to successful bidder(s). The EMD of successful bidders shall be released only after submission of Performance Guarantees and signing of IA. There is no provision for conversion of EMD to Performance Bank Guarantee. No interest is payable to the bidders for the period, the EMD remained with PEDDA.

In case, PEDDA offers to execute the IA with the selected bidder and if the selected bidder does not submit the requisite documents or does not execute the IA within the stipulated time period, the EMD shall be forfeited.

The Bank Guarantees have to be executed on non - judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. The Bank Guarantees have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.



In order to facilitate the bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at **Appendix — A** has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.

The bidders will have to extend the validity of the bank guarantees if required by PEDDA on account of any extension in project implementation schedule. Such extension must reach PEDDA at least 15 days before the expiry of the existing Bank guarantee, otherwise PEDDA will have full right to get the bank guarantee encashed.

### **3.19 Minimum Equity to be held by the Promoter**

The company developing the project shall provide the information about the Promoters and their shareholding in the project company (SPV) to PEDDA indicating therein the shareholding pattern at the stage of signing of IA.

No change in the shareholding of the Project Company or Bidding Consortium developing the Project shall be permitted from the date of signing of IA till one year after commissioning of the project. However, in case the Project is being developed by a listed existing company, this condition will not be applicable.

The controlling shareholding shall mean more than 50% of the voting rights and equity paid – up share capital in the Company / Consortium.



### **3.20 Financial Closure or Project Financing Arrangements:**

The Project Developer shall report tie up of Financing Arrangements for the projects within 180 days from the date of signing of Implementation Agreement. At this stage, the Project Developer would furnish the following documents:

- (i) The project developer will submit the final technology selection.
- (ii) Order copy / agreement copy, with Technology Provider / supplier for supply of equipments for said technology.
- (iii) A certificate from the project / client situated anywhere in world that the technology supplied by the Manufacturer / Technology Provider is in successful operation.

### **3.21 Commissioning:**

#### **Commissioning Schedule and Penalty for Delay in commissioning:**

The company / developer shall commission the project within 24 (Twenty Four) months from the Effective Date i.e. signing of IA in line with “ Project Implementation Schedule” as tabulated in clause 3.22 below. The developer shall make all out efforts to commission the project as per schedule of commissioning provided in Implementation agreement. However, in case, there is delay in commissioning of the project due to reasons not attributable to the company / developer, PEDDA may consider



extension in scheduled date of commissioning of the project on submission of documentary evidence by the company and the scheduled date of commissioning shall be extended after approval of competent authority. Otherwise in case of failure to achieve below mentioned milestone of Project Implementation Schedule, PEDAs shall encash the Performance Guarantee of the Developer.

### 3.22 PROJECT IMPLEMENTATION SCHEDULE

The implementation schedule applicable on allotment of site to the successful bidders shall be as under:

<b>Sr. No.</b>	<b>Activity</b>	<b>Time schedule (Days)</b>
1	Issue of letter of award	0
2	Preparation and submission of Detailed Project Report(DPR) by the developer	60
3	Approval of Detailed Project Report(DPR)	30
4	Signing of Implementation Agreement (effective date)	30
5	Signing of Land Lease Agreement	30
6	Financial Closure, Statutory Clearances like CLU if applicable, PPCB clearance, any other statutory approval required for the project and approval of General Layout Plan by PEDAs/MCL/GLADA(if needed) etc.	150
7	Commencement of project construction	30
8	Commencement of Commercial Production	510
	<b>TOTAL</b>	<b>840 Days</b>
	<b>Note: The total time comes out to be 24 months from the effective date i.e. signing of IA</b>	<b>720 days</b>



## **Section 4**

# **EVALUATION CRITERIA**





## 4. EVALUATION CRITERIA

### 4.1 The evaluation process comprises of the following two steps:

- a. Step I - Responsiveness check
- b. Step II - Bid evaluation

#### a. **Step I - Responsiveness check**

The response to RfP submitted by the Bidder shall be scrutinized to establish "Responsiveness". Each Bidder's response to RfP shall be checked for compliance with the submission requirements set forth in this RfP.

Any of the following conditions shall cause the Bid to be "Non-responsive".

- i) Response to RfP not received by the due date and time of e bid
- ii) Response to RfP submitted by a Bidding Consortium not including the Consortium Agreement
- iii) Response to RfP having Conflict of Interest
- iv) Non submission of Processing fee or EMD in acceptable form along with RfP document

The bids which become non responsive shall be disqualified and further bid evaluation of these bids will not be carried out. These non- responsive bids will not be made responsive by accepting of



any documents by PEDDA.

**b. Step II - Bid Evaluation**

Step II (Bid evaluation) will be carried out considering the information furnished by Bidders as prescribed under Section 6 - Formats. This step would involve evaluation of techno commercial documents of the Bidding Company/ Bidding Consortium as per the provisions specified in Section 3 of this RfP.

**c. Price Bid Evaluation:**

The bidding process is based on Raw Biogas production per day to produce Green Hydrogen/ CBG for the bidding purpose and the bidder who offers the highest share in PAISA per cum of raw biogas produced which will go to PEDDA, shall be the successful bidder.



## **Section 5**

### **ROLE OF PEDA/Municipal Corporation Ludhiana**



## **5.1 Role of PEDDA as a Project Facilitator**

PEDDA will provide necessary support to facilitate the bidding process and selection of the bidder for development of the biogas project.

This may include facilitation in the following areas:

- Assistance for obtaining project approvals / clearances.
- Grant of fiscal assistance under NRSE policy 2012.
- Any other support required to project developer for implementation of the project.
- To approve General Layout Plan of the project, if needed.

## **5.2 Role of Municipal Corporation Ludhiana (MCL)**

- Land measuring 2.3 acre approximately will be provided by Municipal Corporation, Ludhiana, to PEDDA in Haibowal Dairy Complex, Ludhiana to be subsequently sub-leased by PEDDA to the successful bidder / developer for setting up of this project,
- All type of support / assistance to the project developer for implementation of the project and for running the same thereafter and ensuring support from dairy owners for adequate supply of cattle dung to the project developer.



## **Section 6**

# **FORMAT FOR BID SUBMISSION**



## **6.0 FORMATS AND SUPPORTING DOCUMENTS FOR BID SUBMISSION**

### **FORMATS:**

The following formats are required as a part of e-bid submission for Part - I A and Part - I B documents as part of the RfP.

- i. Format of Covering Letter (**format 6.1**)
- ii. Formats for Power of Attorney (**format 6.2**)
- iii. Format for Performance Bank Guarantee (**format 6.3**)
- iv. Format for Board Resolutions (**format 6.4**)
- v. Format for the Consortium Agreement (**format 6.5**)
- vi. Format for Financial Requirement (**format 6.6**)
- vii. Format for Undertaking for Technical Information (**format 6.7**)
- viii. Format for Disclosure (**format 6.8**)
- ix. Format for Price Bid (**format 6.9**) (To be filled online)
- x. Format for Declaration from Bidding Company for acceptance of terms and conditions mentioned in RfP & IA documents as per



**format 6.10.**

- xi. Format for Declaration by the Bidding Company / Lead Member of Bidding Consortium for having visited the site and understanding the raw material availability / site conditions as per **format 6.11**;
- xii. Format for Summary Sheet Part - I A (**format 6.12 A**) (To be filled online)
- xiii. Format for Summary Sheet Part - I B (**format 6.12 B**) (To be filled online)

**SUPPORTING DOCUMENTS:**

All scanned documents including the following documents are required to be filed along with e-bid in PDF format.

- i. Memorandum & Article of Association, Certificate of incorporation of Bidding Company / all member companies of Bidding Consortium.
- ii. Copy of the shareholding along with their terms & conditions as filed with ROC.
- iii. Copy of the last three years audited balance sheets or Annual Accounts Statement for last three years as per clause no. 3.4 (C).



## 6.1 Format of Covering Letter

*(The covering letter should be on the Letter Head with a seal of the Bidding Company / Lead Member of the Bidding Consortium)*

Date : \_\_\_\_\_

From : \_\_\_\_\_

*(Insert name and address of Bidding Company / Lead Member of the Bidding Consortium)*

Tel. # :

Fax. # :

E-mail address :

To,  
Director,  
Punjab Energy Development Agency  
Solar Passive Complex  
Plot No. 1- 2, Sector 33 – D,  
Chandigarh

**Sub: Response to RfP for development of Green Hydrogen/ CBG Project.**

Dear Sir,

We, the undersigned \_\_\_\_\_ *[insert name of the “Bidder”]* having read, examined and understood in detail the RfP document, hereby





submit our bid in response to RfP. We confirm that neither we nor any of our Parent Company / Group Company / director(s) has submitted response to RfP other than this response to RfP, directly or indirectly. We are submitting application for the development of following Biogas Project:

### **Details of Project Proposal**

S.No	Project Proposal			Remarks
	Name of Site	Installed Capacity	Technology Offered	
1	Haibowal Dairy Complex on Hambran road, Ludhiana	Raw Biogas Per Day in Cum		

We give our unconditional acceptance to the RfP, dated \_\_\_\_\_ [Insert date in dd/mm/yyyy], issued by the PEDDA. In token of our acceptance to the RfP, we have signed a declaration for acceptance of terms and conditions thereof. We shall ensure that the IA to be executed as per the provisions of the RfP and provisions thereof shall be binding on us. Further, we confirm that the Project shall be commissioned within 24 months from signing of IA.



**3. Earnest Money Deposit (EMD) details as follows.**

Project No.	Project Capacity,	Details of IPG / RTGS		
		Amount( Rs.)	Name of the issuing bank and Branch	Transaction No.
1				

4. We have submitted our response to RfP strictly as per Section - 6 (formats) of this RfP, without any deviations, conditions and without mentioning any assumptions or notes in the said formats.

**5. Acceptance**

We hereby agree and accept that the decision made by PEDDA in respect of any matter regarding or arising out of the RfP shall be binding on us. We hereby expressly waive any and all claims in respect of this process.

**6. Familiarity with Relevant Indian Laws & Regulations**

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfP and to execute the IA, in the event of our selection as Successful Bidder.



7. We are uploading herewith our response to the RfP with formats duly signed as desired by you in the RfP for your consideration.
8. It is confirmed that our response to the RfP is consistent with all the requirements of submission as stated in the RfP and subsequent communications from the PEDDA.
9. The information submitted in our response to the RfP is correct to the best of our knowledge and understanding. We shall be solely responsible for any errors or omissions if any, in our response to the RfP.
10. We confirm that all the terms and conditions of our Bid are valid up to \_\_\_\_\_(*Insert date in dd/mm/yyyy*) for acceptance (*i.e. a period of 180 (one hundred and eighty ) days from the last date of submission of response to RfP*).
11. Contact details of our authorized person are as under:  
  
Name :  
Designation :  
Company :  
Address :  
Telephone Nos. :  
Mobile No. :  
Fax Nos. :  
E – Mail :



12. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a bidder's event of default under IA, Land Lease Agreement to be signed, and consequent provisions of IA, Land Lease Agreement shall apply.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023

Thanking you,

Yours faithfully,

***(Name, Designation and Signature of the Authorized Signatory by the Board along with Company Seal)***



**6.2 Format for Power of Attorney to be provided by each of the other members of the Consortium in favor of the Lead Member**

**POWER OF ATTORNEY**

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

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_ *[Name of the Consortium member company - 1]* having its registered office at \_\_\_\_\_ and \_\_\_\_\_ *[Name of the Consortium member company - 2]* having its registered office at \_\_\_\_\_ *(Insert names and registered offices of all Members of the Consortium)* the Members of Consortium have formed a Bidding Consortium named \_\_\_\_\_ *(insert name of the Consortium, if finalized)* (hereinafter called the “**Consortium**”) vide Consortium Agreement dated \_\_\_\_\_ *(copy enclosed)* and having agreed to appoint \_\_\_\_\_ *[Name & Address of the Lead Member Company]* as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s. \_\_\_\_\_ a Company incorporated under the Companies Act 1956 of and having its Registered / Head Office at \_\_\_\_\_ as our duly constituted lawful Attorney (hereinafter called as “**Lead Member**”) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfP and if



required, submission of Bid against RfP (in the event of short listing as a qualified Bidder). We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RfP and if required to submit Bid in response to RfP.
- ii) To do any other acts or submit any information's and documents related to the above response to RfP Bid, if required.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of IA, TPA and Land Lease Agreement.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney / Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHERE OF \_\_\_\_\_ [*Name of member consortium Company*], as the Member of the Consortium have executed these presents on this day of under the Common Seal of our company.



For and on behalf of Consortium Member M/s. \_\_\_\_\_

***(Signature of person authorized by the board)***

Name :

Designation :

Place :

Date :

Accepted

***(Signature, Name, Designation and Address of the person authorized by the board of the Lead Member along with Company Seal)***

Attested

***(Signature of the executants)***

***(Signature & stamp of Notary of the place of execution)***

Place :

Date :

**Note:** Lead Member in the Consortium shall have the controlling shareholding of more than 50% of voting rights.



### **Format 6.3 : Format for Performance Bank Guarantee**

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

In consideration of the \_\_\_\_\_ *[Insert name of the Bidder]* (hereinafter referred to as selected “ GHPD Developer”) submitting the response to RfP for selection of the Green Hydrogen/ CBG Project from raw biogas per day at Haibowal Dairy Complex, Ludhiana for implementation of Green Hydrogen Project, in response to the RfP dated \_\_\_\_\_ *[Insert the date of issuance of RfP]* issued by Punjab Energy Development Agency (hereinafter referred to as “PEDA”) having Registered Office at, Plot No. 1 – 2, Sector, 33-D, Chandigarh, PEDA considering such response to the RfP of \_\_\_\_\_ *[insert the name of the selected Green Hydrogen/ CBG Project Developer]* (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Green Hydrogen Project of the developer and issuing Letter of Award (LoA) no. \_\_\_\_\_ dated to \_\_\_\_\_ *(Insert Name of selected Green Hydrogen/ CBG Project Developer)* as per terms of RfP and the same having been accepted by the selected Green Hydrogen/ CBG Project Developer resulting in a Implementation Agreement to be entered into, for development of Green Hydrogen/ CBG Project \_\_\_\_\_





*[from selected Green Hydrogen Project Developer or a Project Company, \_\_\_\_\_ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfP, the \_\_\_\_\_ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to PEDDA at \_\_\_\_\_ [Insert Name of the Place from the address of the PEDDA] forthwith on demand in writing from PEDDA or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees \_\_\_\_\_ [Total Value] only, on behalf of \_\_\_\_\_ [Insert name of the selected Green Hydrogen Project Developer].*

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ [Insert the validity of Bank Guarantee] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_  
(Rs. \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_\_\_  
PEDDA shall be entitled to invoke this Guarantee till \_\_\_\_\_.



The Guarantor Bank hereby agrees and acknowledges that the PEDDA shall have a right to invoke this Bank Guarantee in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by PEDDA, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to PEDDA.

The Guarantor Bank shall make payment hereunder on first demand without restriction, reservation or conditions and notwithstanding any objection by \_\_\_\_\_ [Insert name of the selected GHPD Developer] and / or any other person. The Guarantor Bank shall not require PEDDA to justify the invocation of this Bank Guarantee, nor shall the Guarantor Bank have any recourse against PEDDA in respect of any payment made hereunder.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Chandigarh shall have exclusive jurisdiction.

The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.



This Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This Bank Guarantee shall be a primary obligation of the Guarantor Bank and accordingly PEDDA shall not be obliged before enforcing this Bank Guarantee to take any action in any court or arbitral proceedings against the selected Green Hydrogen Project Developer, to make any claim against or any demand on the selected GHPD or to give any notice to the selected Green Hydrogen Project Developer or to enforce any security held by PEDDA or to exercise, levy or enforce any distress, diligence or other process against the selected Green Hydrogen Project Developer.

The Guarantor Bank acknowledges that this Bank Guarantee is not personal to PEDDA and may be assigned, in whole or in part, (whether absolutely or by way of security) by PEDDA to any entity to whom PEDDA is entitled to assign its rights and obligations under the IA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and it shall remain in force until \_\_\_\_\_. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if PEDDA serves upon us a written claim or demand.



Signature :

Name :

Power of Attorney No. :

For

\_\_\_\_\_ [Insert Name of the Bank]

Banker's Stamp and Full Address.

Dated this \_\_\_\_day of\_\_\_\_\_, 2023

Witness :

Signature :

Name and Address :

Signature :

Name and Address :

**Notes:**

1. The Stamp Paper should be in the name of the Executing Bank.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.



## Appendix — A

**CHECK LIST FOR BANK GUARANTEES**

<b>S.No.</b>	<b>Details of Checks</b>	<b>YES/NO.</b>
a)	Is the BG on non - judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution.	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG).	
c)	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by SBI, India or any branch in India of BG issuing	
d)	Has the executing Officer of BG indicated his name, designation and Signing Power / Authority no.	



e)	Is each page of BG duly signed / initialed by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed Performa?	
f)	Does the Bank Guarantees compare <i>in verbatim</i> with the Performa prescribed in the Bid Documents?	
g)	Are the factual details such as Bid Document No. / Specification No., / LoA No. (if applicable) / Amount of BG and Validity of BG correctly mentioned in the	
h)	Whether overwriting / cutting, if any, on the BG have been properly authenticated under signature & seal of executants?	
i)	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
j)	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	



**Format 6.4 - Format for Board Resolutions**  
**(Formats for the Board resolution to be passed)**

The Board, after discussion, at the duly convened Meeting on \_\_\_\_\_ (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956, passed the following Resolution:

1. RESOLVED THAT Mr. / Ms. \_\_\_\_\_, age \_\_\_\_\_ years, occupation \_\_\_\_\_, resident of \_\_\_\_\_ be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfP for the Project, under ' Implementation of Green Hydrogen/CBG Project' in the state of Punjab, including signing and submission of all documents and providing information / response to RfP to PEDDA, representing us in all matters before PEDDA, and generally dealing with PEDDA in all matters in connection with our bid for the said Project. *(To be provided by the Bidding Company or the Lead Member of the Consortium).*
  
2. FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total equity in the Project. *(To be provided by the Bidding Company).*



*[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sr. No. 2, the following resolutions are to be provided]*

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest \_\_\_\_\_(%) equity *[Insert the percentage (%) of equity commitment as specified in Consortium Agreement]* in the Project. *(To be provided by the each Member of the Bidding Consortium including Lead Member such that total equity commitment is 100%).*

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with \_\_\_\_\_ *[Insert the name of other Members in the Consortium]* and Mr. / Ms. \_\_\_\_\_, age \_\_\_\_\_ years, occupation \_\_\_\_\_, resident of \_\_\_\_\_ be and is hereby authorized to execute the Consortium Agreement. *(To be provided by the each Member of the Bidding Consortium including Lead Member)*

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit *(specified for the Lead Member and other member in the Consortium Agreement)* to the extent becoming necessary towards





the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated \_\_\_\_\_ executed by the Consortium as per the provisions of the RfP. *[To be passed by the Lead Member and other members of the Bidding Consortium].*

3. RESOLVED THAT approval of the Board be and is hereby accorded to M/s. \_\_\_\_\_ *(Insert name of Bidding Company / Consortium Member(s))* to use our financial capability for meeting the Qualification Requirements for \_\_\_\_\_ Biogas Project and confirm that all the equity investment obligations of M/s \_\_\_\_\_ *(Insert Name of Bidding Company / Consortium Member(s))*, shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. *[To be passed by the entity(s) whose financial credentials have been used i.e. Parent Company].*

Certified True Copy

***(Signature, Name and stamp of Company Secretary / Director along with Company Seal)***

**Notes:**

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.



- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 may be suitably modified to refer to the laws applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.



## Format 6.5 - Consortium Agreement

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

THIS Consortium Agreement ("Agreement") executed on this \_\_\_\_\_day of Two thousand \_\_\_\_\_between M/s \_\_\_\_\_ *[insert name of Lead a Company]* and having its Registered (hereinafter called the "**Member - 1**", which expression successors, executors and permitted assigns) and M/s \_\_\_\_\_ a Company incorporated under the laws \_\_\_\_\_ of and having its Registered Office at \_\_\_\_\_ (hereinafter called the "**Member - 2**", which expression shall include its successors, executors and permitted assigns), M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the "**Member - 3**", which expression shall include its successors, executors and permitted assigns), *[The Bidding Consortium should list the details of all the Consortium Members]* for the purpose of submitting response to RfP and execution of IA, TPA, Land Lease and PPA (in case of award), against RfP dated issued by PEDDA a Company incorporated under the [Companies Act, 1956, and having its Registered Office at or constituted under



WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

AND WHEREAS the PEDDA desires to implement Green Hydrogen/CBG Project to utilize Cattle available in Haibowal Dairy complex, under NRSE Policy-2012.

AND WHEREAS, the PEDDA had invited response to RfP vide its Request for Proposal (RfP) dated \_\_\_\_\_, WHEREAS the RfP stipulates that in case response to RfP is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by PEDDA wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

**NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:**

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s\_\_\_\_\_), shall act as the Lead Member as defined in the RfP for self and agent for and on behalf of Member-2, Member - 3.



2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity (as well as total financing if committed to be met from internal financing) investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity as well as other financing if committed to be met internally obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the project Company is / shall be in the following proportion:

<b>Name</b>	<b>Percentage</b>
Member 1	---
Member 2	---
Member 3	---
<b>Total</b>	<b>100%</b>

*(Lead Member of the Consortium shall hold more than 50% of shares)*



We acknowledge that after submission of RfP, the share holding pattern and the controlling shareholding pattern (more than 50% of the voting rights) in the Project Company developing the Project shall be maintained for a period of (1) one year after commissioning.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the IA.
7. In case of any breach of any equity investment as well as other financing requirements commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.



10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Chandigarh alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favor of PEDDA in terms of the RfP.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Implementation Agreement (IA) and shall remain valid until the expiration or early termination of the IA in terms thereof, unless expressly agreed to the contrary by PEDDA.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfP and the RfP Bid.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the IA except with prior written consent of PEDDA.



15. This Agreement:

- a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
- b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
- c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of PEDDA.

16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfP, IA & TPA .

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s. \_\_\_\_\_ [Member 1]

***(Signature, Name & Designation of the person authorized vide Board Resolution Dated [e] and seal of the Company)***

Witnesses:

1) Signature :

2) Signature :

Name:

Name:

Address:

Address:

For M/s. \_\_\_\_\_ [Member 2]





***(Signature, Name & Designation of the person authorized vide Board Resolution Dated [e] and seal of the company)***

**Witnesses:**

1) Signature :

2) Signature :

Name:

Name:

Address:

Address:

For M/s \_\_\_\_\_ [Member 3]

***(Signature, Name & Designation of the person authorized vide Board Resolution Dated and seal of the Company)***

Witnesses:

1) Signature :

2) Signature :

Name:

Name:

Address:

Address:

***(Signature and Attestation of Notary of the place of execution)***



[on the letter head of Bidder]

**Format 6.6 - FORMAT FOR FINANCIAL REQUIREMENT**  
**(to be filled separately for individual projects)**

To,

Punjab Energy Development Agency  
Solar Passive Complex  
Plot No. 1-2, Sector 33-D,  
Chandigarh

Dear Sir,

**Sub: Response to RfP for Invitation of Bids for implementation of Green Hydrogen/ CBG Project from cattle dung at Haibowal Dairy Complex, Hambran Road, Ludhiana.**

We certify that the \_\_\_\_\_ *[Bidding Company / Lead Member of the Consortium (in case of consortium)]* the financial net worth as follows:

**1. Newly Incorporated Company: In case of Bidding Company**

Project: Green Hydrogen/ CBG from Cattle dung

Net worth Requirement: Rs. 5,00,00,000/- (Rupees Five Crore Only).



Name of the Bidding Company	Name of the Parent Company whose Net Worth is to be considered	Relationship with Bidding Company*	Either Financial Year to be considered for Net Worth or Net Worth of the respective Company not later than 7 days prior to submission of RfP	Net worth of the Company (Rs. In Crores)
<b>Total</b>				

\* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent company has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary / chartered accountant is required to be attached with the format.

## 2. Newly Incorporated Company: In case of Bidding Consortium

Project: Green Hydrogen/CBG from Cattle dung

Net worth Requirement: Rs. 5,00,00,000/- (Rupees Five Crore Only).

Name of the Consortium Member Company	Name of the Consortium Member whose Net Worth is to be considered	Relationship with Bidding Company* If any	Either Financial Year to be considered for Net Worth or Net Worth of the respective Company not later than 7 days prior to submission of RfP	Net worth of the Consortium Member Company, Rs. In Crores	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1						
-----						
-----						
<b>Total</b>						



\* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent Company has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary / chartered accountant is required to be attached with the format.

### 3. Existing Company: In case of Bidding Company

Name of the Bidding Company:

Project : Green Hydrogen/ CBG from Cattle dung

Net worth Requirement: Rs. 5,00,00,000/- (Rupees Five Crore Only).

Company Name	Name of the Parent Company, (in case of seeking financial criteria from Parent Company)	Relationship with Bidding Company	Annual Audited Accounts Submitted for the Year				Financial Year to be Considered	Net Worth of the Company (in Rs. Crore)
			2019-20	2020-21	2021-22	2022-23		
----								
----								
----								
<b>Total</b>								



#### 4. Existing Company: In case of Bidding Consortium

Consortium Name / Lead Member of the Consortium:

Project: Green Hydrogen from Cattle dung

Net worth Requirement: Rs. 5,00,00,000/- (Rupees Five Crore Only).

Consortium Partners	Net Worth of the Company (in Rs. Crore)					Committed Contribution in (%)
	2019-20	2020-21	2021-22	2022-23	Financial Year to be Considered	
Member 1						
Member 2						
Member 3						

***(Signature & Name of the Person Authorized Person By the Board along with Company Seal)***

Date:

**Note:**

- (i) Along with the above format, in a separate sheet, provide details of computation of Net Worth duly certified by Statutory Auditor.
- (ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements and Bank statement by bank are to be enclosed in support thereof for confirmation of balance in cash & bank.



[on the letter head of Bidder]

**Format 6.7 - FORMAT FOR UNDERTAKING FOR TECHNICAL  
INFORMATION**

To,  
Director,  
Punjab Energy Development Agency  
Chandigarh

Dear Sir,

**Sub: Response to RfP for Invitation of Bids for implementation of Green Hydrogen/ CBG Project from Cattle dung at Haibowal Dairy Complex, Ludhiana.**

We hereby undertake to certify in line with clause 3.20 under the title "Financial Closure or Project Financing Arrangement" that the following details and documents shall be furnished before financial closure:

1. That the technology proposed to be used is commercially established technology and different projects are working successfully on the basis of this technology.
2. Details of the projects with location and the successful operational period of the project utilizing this technology.

***(Signature & Name of the person Authorized By the board along with Company Seal)***



## **Format 6.8 - Format for Disclosure**

[On the letter head of Bidding Company / Each Member in a Bidding Consortium]

### **Disclosure**

We hereby declare that our Parent which we have direct or indirect relationship is not separately participating in this selection process.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfP bid will be rejected and if Allotment letter has been issued or IA and Land Lease has been signed, the same will be cancelled and the bank guarantees (EMD, PBG) will be encashed.

***(Signature & Name of the person Authorized By the board along with Company seal)***



### Format 6.9 Format for Price Bid

Name of the bidding Company / Lead Member of the Consortium:

**Project: Green Hydrogen/ CBG Project from Cattle dung at Haibowal Dairy Complex, Ludhiana.**

Name of Company	Raw biogas production per day in Cum	Share offered to PEDDA in Paisa per cum of raw Biogas	
		(in figures)	(In words)

***(Name of Authorized Representative of the Company)***

***(Name of the Company)***





**Format 6.10: Format for Declaration for Bidders for acceptance of terms & conditions of RFP & IA**

(To be submitted on the letter head of the Company)

We have read, understood and hence accept the terms and conditions specified in Request for Proposal document and all supporting appendices and we hereby agree that all the details and documents furnished by us are true and correct. We verify the same.

We also understand that the bid documents & offer submitted by us along with all supporting copies of documents / deeds / balance sheets etc. are true and correct and have not been signed while uploading, as these have been checked and verified before uploading by using class III digital signature of authorized signatory. We understand that we are fully legally bound by the submission of all these documents, even if not signed. The documents submitted without signatures carry the same meaning as with signatures and stamp as the online document submission is covered under Information Technology Act 2000.

***(Signature & Name of the person Authorized By the board along with Company seal)***



**Format 6.11: Format for Declaration for Bidders for having visited the site and understanding the raw material availability/site condition**

(To be submitted on the letter head of the Company)

We have visited the site Haibowal Dairy Complex, Humbran Road, Ludhiana, and its adjoining areas to assess the availability of raw material for the Green Hydrogen/CBG project for which we have submitted this bid and have satisfied ourselves regarding the availability of the same.

***(Signature & Name of the person Authorized By the board along with Company seal)***



### Format 6.12 A— Summary Data Sheet Part 1 A (Qualification)

*(The summary sheets to be filled and submitted online, the below table shows only specimen copy)*

The following qualification details are required to be filled.

**Project : Green Hydrogen/ CBG Project at Haibowal Dairy Complex, Ludhiana, as follows:**

Sr. No.	Description	Details/Compliance	Page No.
S.No.	Description	Details/Compliance	Page No.
<b>1</b>	<b>Name of the Bidding Company</b>		
<b>2</b>	<b>Name of the Lead Member of the Consortium, in case of Consortium</b>		
<b>3</b>	<b>Name of the Authorized Person to sign the RFP</b>		
i	Mobile No.		
ii	Office Tel. (with STD Code)		
iii	Fax (with STD Code)		
iv	Address for Correspondence		
v	Email & website, if any		
<b>4</b>	<b>List of Parent Company, If any</b>		
<b>5</b>	<b>Consortium Members:</b>		
i	Name of the Consortium Member - 1		
ii	Name of the Consortium Member - 2		
iii	Name of the Consortium Member - 3		
<b>6</b>	<b>Whether listed with any Stock Exchange BSE / NSE (Name of Exchange where listed, otherwise specify No).</b>		



Sr. No.	Description	Details/Compliance	Page No.
<b>7</b>	<b>Projects Applied</b>		
i	Green Hydrogen/ CBG from cattle dung Production at Haibowal Dairy Complex, Ludhiana		
<b>8</b>	<b>Bid Document Fee (Non Refundable) online mode only</b>		
i	Amount, Rs.		
ii	Transaction Date		
iii	Transaction No.		
<b>9</b>	<b>E - Processing Charges (Non Refundable) online mode only</b>		
i	Amount, Rs.		
ii	Transaction Date		
iii	Transaction No.		
<b>10</b>	<b>Bid Processing Fee Details (Non Refundable) online mode only</b>		
i	Amount in (Rs. Lacs)		
ii	Transaction Date		
iii	Transaction No.		
<b>11</b>	<b>Details of EMD (@ Rs. _____/- Lac (Rupees _____ only)</b>		
	<b>Online Mode only</b>		
i	Transaction No.		
ii	Transaction Date		

The excel sheet is available for reference at the website of

<https://eproc.punjab.gov.in>



**Format 6.12 B— Summary Data Sheet Part 1 B**  
**(Techno – Commercial)**

*(The summary sheets to be filled and submitted online, the below table shows only specimen copy)*

The following techno commercial details to be filled

Sr. No.	Description	Compliance	Page No.
1	<b>Name of the Bidding Company</b>		
2	<b>Name of the Lead Member of the Consortium, in case of Consortium</b>		
3	<b>Technology and Technology Partner</b>		
i	Proposed Technology		
ii	Technology Partner of the Company / Consortium,		
4	<b>Newly Incorporated Companies / Bidding Consortium: (Bidding Company)</b>		
	Name of the Parent Company, in case of seeking net worth of parent company		
	Relationship with Bidder		
	<b>Net Worth Details (Newly incorporated company) Member-1</b>		
	Total Committed Net worth, Rs. In Crores		
	<b>Consortium Member – 2:</b>		
	<b>Net worth</b>		
	FY 2019-20		
	FY 2020-21		
	FY 2021-22		
	FY 2022-23		
	Financial Year to be Considered		



Sr. No.	Description	Compliance	Page No.
	<b>Consortium Member – 3:</b>		
	<b>Net worth</b>		
	FY 2019-20		
	FY 2020-21		
	FY 2021-22		
	FY 2022-23		
	Financial Year to be Considered		
5	<b>Financial Details of Existing Company (Bidding Company)</b>		
	<b>Net worth</b>		
	FY 2019-20		
	FY 2020-21		
	FY 2021-22		
	FY 2022-23		
	Financial Year to be Considered		
6	<b>Financial Details of Existing Company in case of Bidding Consortium</b>		
	<b>Consortium Member – 1:</b>		
	<b>Net worth</b>		
	FY 2019-20		
	FY 2020-21		
	FY 2021-22		
	FY 2022-23		
	Financial Year to be Considered		
	<b>Consortium Member – 2:</b>		
	<b>Net worth</b>		
	FY 2019-20		
	FY 2020-21		
	FY 2021-22		
	FY 2022-23		
	Financial Year to be Considered		
	<b>Consortium Member – 3:</b>		
	<b>Net worth</b>		
	FY 2019-20		



Sr. No.	Description	Compliance	Page No.
	FY 2020-21		
	FY 2021-22		
	FY 2022-23		
	Financial Year to be Considered		
	<b>Total Financial details:</b>		
	Net Worth		
7	Confirm attachment of Financial requirements as per format 6.6 (Yes / No)		
8	Confirm submission of "Net Worth" certificate from a Chartered Accountant. (Yes / No)		
9	Confirm attachment of Board Resolution as per format 6.4 (Yes / No)		
10	Confirm attachment of Consortium Agreement as format 6.5 if applicable (Yes / No)		
11	Confirm attachment of disclosure statement as per format 6.6 (Yes / No)		

The excel sheet is available for reference at the website of <https://eproc.punjab.gov.in>



## Annexure 1

### Technical Specifications of Civil & Electrical Works

1. The specifications of civil works to be executed must confirm to PWD / CPWD specifications in accordance with the all relevant codes / bye-laws prevalent indicating civil works specification as well as its execution.
2. All electrical equipments, breakers, transformers, switch yard protective equipment, metering, CT / PTs and other panels should confirm to the specifications and standards as per state grid code notified by PSERC/approved by PSPCL.
3. Green Hydrogen/CBG from biogas to be produced will have to meet the BIS specifications, as specified by MNRE, Govt. of India, as amended time to time.





## Annexure – 2

**Letter no. PA/SSTE/22/1746 dated 11.07.2022 from office of Secretary, Science, Technology & Environment, Govt. of Punjab**

**Office of Secretary Science Technology & Environment;**  
**Government of Punjab**

From

Secretary to Govt. of Punjab,  
Department of Science Technology & Environment,  
Chandigarh.

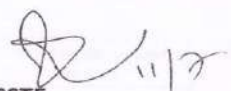
To

1. ACS Rural Development & Panchyats, Punjab.
2. Principal Secretary Local Govt. Punjab.
3. Chief Executive Officer PEDA, Punjab.
4. Commissioner Municipal Corporation, Ludhiana.

No: PA/SSTE/22/1746      Dated, Chandigarh: 11.07.22

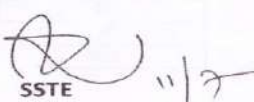
Subject: **Solutions to Problem of Waste/Effluents generated by Dairies in Distt. Ludhiana.**

- 1.0 In last State Level Apex Committee meeting that monitors environmental issues, Chief Secretary Punjab had desired to put up a detailed note on above mentioned subject for his perusal.
- 2.0 The same was got prepared involving CMC Ludhiana, PPCB Officials & other stakeholders and was put up before Chief Secretary Punjab for his perusal.
- 3.0 Chief Secretary sir has now desired that the copy of the note be sent to your goodself for immediately starting necessary action to solve this issue.
- 4.0 Consequently the copy of the note is being attached with this letter for your consideration and necessary action at your level.

  
SSTE

Endst.No: PA/SSTE/22      Dated, Chandigarh 11.07.2022

A copy is forwarded to the Chairman, Punjab Pollution Control Board, Patiala for his information.

  
SSTE



Dairy waste discharge problem in Buddha Dariya

**Problem Statement:** - A joint survey was conducted in 2019-20 by the teams of Animal Husbandry dept and Municipal Corporation Ludhiana to identify the sources of discharge of cow dung into Buddha Dariya. The number of dairies was again ascertained by MCL team in May 2022. The summary of the result is as follows:

Sr. No	Source of discharge	Area in Acres	No. of Dairy/ Gaushala	Approx no. of Animals (cows + buffaloes)	Approx. Cow Dung Generation (MT/ day)
1	Haibowal Dairy Complex	178	481	32714	523
2	Tajpur Dairy Complex	45	157	11430	183
3	Scattered Dairies in City	Scattered across	197	4973	80
4	Gaushalas in City	---	5	3573	56.5
5	Dairies outside MC limit on upstream side discharging direct in to Budha Nallah	---	58	7665	122
6	Dairies/scattered animals discharging effluent through Municipal sewer	Through 42 villages on outskirts of the city	358	21010	336
Total		446	1203	81365	1300.5

The animal census taken in Dairy Complex shows that out of total numbers of cow and buffalos, there are approximately 70% are buffalos whereas rest i.e. 30% are cows. According to GADVASU, average Dung generated from a Buffalo is 15-20 Kg (average 17.5 kg) and from a cow is 10-15 Kg (average 12.5 kg) per day. So the average cow dung production per animal per day is calculated by using a weighted average, using the formula

$$\frac{(12.5 \times 30) + (17.5 \times 70)}{100} = 16 \text{ Kg}$$

The total production of cowdung from a dairy/ gaushala per day was calculated by multiplying the number of animals with 16 kg of cowdung per day.

Further, the detailed list of the 5 major gaushalas in the city and the animals was also made:

Sr. No	Name of the Gaushalla	No. of Animals	Cow Dung Generation (in MT)
1	Gow Rakshini Sabha, Gowshala old	1298	20
2	Gow Rakshini Sabha, Gowshala Tibba Road	700	11
3	Dandi Swami Goushala, Hambran Road	650	10.5
4	Jamalpur Gau Sewa Samiti	500	8
5	Lawaris Gowshala	425	7
Total		3573	56.5



Annexure-3

**Memo no. 144/PS/D dated 31.5.2022 from Commissioner, Municipal Corporation, Ludhiana, regarding the non-shifting of Dairies from Municipal Corporation Ludhiana limit.**

ਨਗਰ ਨਿਗਮ ਲੁਧਿਆਣਾ

ਵੱਲ,

ਜਨਰਲ ਮੈਨੇਜਰ ਪ੍ਰੋਜੈਕਟ,  
ਪੀ.ਐਮ.ਆਈ.ਡੀ.ਸੀ.,  
ਚੰਡੀਗੜ੍ਹ।

ਨੰ. 144/PS/D

ਮਿਤੀ 31-05-22

ਵਿਸ਼ਾ: **Installation of Biogas Plant at Tajpur Dairy Complex at Ludhiana.**

ਹਵਾਲਾ- ਮੀਸ ਨੰ. PMIDC/GM(P)/2021/9725 ਮਿਤੀ 18-10-2021 ਦੇ ਸਬੰਧ ਵਿੱਚ।

ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਤੇ ਹਵਾਲੇ ਅਧੀਨ ਦੱਸਿਆ ਜਾਂਦਾ ਹੈ ਕਿ ਸ਼ਹਿਰ ਵਿੱਚ ਪ੍ਰੋਦੀਆਂ ਡੇਅਰੀਆਂ ਨੂੰ ਸਿਫਟ ਕਰਨ ਲਈ ਮਾਣਯੋਗ ਮੇਅਰ ਸਾਹਿਬ ਜੀ ਦੀ ਪ੍ਰਧਾਨਗੀ ਹੇਠ ਕਮੇਟੀ ਦਾ ਗਠਨ ਕੀਤਾ ਗਿਆ ਸੀ। ਕਮੇਟੀ ਮੈਂਬਰਾਂ ਵੱਲੋਂ ਇਹਨਾਂ ਡੇਅਰੀਆਂ ਨੂੰ ਸ਼ਹਿਰ ਤੋਂ ਸਿਫਟ ਕਰਕੇ ਗੱਸੀਆਂ ਕਾਦਰਸ਼ਾਹ ਪਿੰਡ ਵਿੱਚ ਪੰਚਾਇਤੀ ਜਮੀਨ ਨੂੰ ਫਾਇਨਲ ਕੀਤਾ ਗਿਆ ਸੀ। ਪਰੰਤੂ ਪਿੰਡ ਦੀ ਪੰਚਾਇਤ ਵੱਲੋਂ ਇਸ ਜਮੀਨ ਨੂੰ ਦੇਣ ਤੋਂ ਇਨਕਾਰ ਕਰ ਦਿੱਤਾ ਗਿਆ ਹੈ। ਇਸ ਲਈ ਇਹਨਾਂ ਡੇਅਰੀਆਂ ਨੂੰ ਸ਼ਹਿਰ ਵਿੱਚੋਂ ਸਿਫਟ ਕਰਨ ਦਾ ਕੋਈ ਵੀ ਪ੍ਰਬੰਧ ਨਹੀਂ ਹੈ। ਇਸ ਲਈ ਇਹ ਡੇਅਰੀਆਂ ਨਗਰ ਨਿਗਮ ਦੀ ਹਦੂਦ ਅੰਦਰ ਹੀ ਰਹਿਣਗੀਆਂ।

  
ਕਮਿਸ਼ਨਰ,  
ਨਗਰ ਨਿਗਮ ਲੁਧਿਆਣਾ।

- ਪਿੱਠਅੰਕਣ ਨੰ. \_\_\_\_\_ ਮਿਤੀ \_\_\_\_\_
- 1) ਉਪਰੋਕਤ ਦਾ ਉਤਾਰਾ ਜਨਰਲ ਮੈਨੇਜਰ, ਪੰਜਾਬ ਐਨਰਜੀ ਡਿਵੈਲਪਮੈਂਟ ਏਜੰਸੀ, ਲੁਧਿਆਣਾ ਨੂੰ ਸੂਚਨਾ ਹਿੱਤ ਭੇਜਿਆ ਜਾਂਦਾ ਹੈ।

  
ਕਮਿਸ਼ਨਰ,  
ਨਗਰ ਨਿਗਮ ਲੁਧਿਆਣਾ।

